



**District of Columbia
Department of Health Care Finance**

**Solicitation No.
DCHT-2012-R-0002**

Quality Improvement Organization

Date Issued: October 14, 2011

Pre-proposal Conference: October 26, 2011, 10:00 am

Deadline Questions: October 27, 2011 C.O.B.

Proposal Due Date: November 14, 2011

Government of the District of Columbia



SOLICITATION, OFFER, AND AWARD		1. Caption		Page of Pages	
		Quilty Improvement Organization (QIO)		1	130
2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market	
	DCHT-2012-R-0002	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	10/14/2011	<input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By:			8. Address Offer to:		
Department of Health Care Finance Health Care Accountability Administration 899 North Capitol Street, N.E., Suite 6037 Washington, DC 20002			Department of Health Care Fiance Office of Utilization Management 899 North Capitol Street, N.E. Suite 6037 Washington, D.C. 20002		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 899 North Capitol Street, NE, Washington, DC. 20002 until 2:00 P.M. local time November 14, 2011

(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone			C. E-mail Address
	Lillian J. Beavers	(Area Code) 202	(Number) 832-7579	(Ext)	Lillian.beavers3@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Potential Offerors		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G		17. Signature	18. Offer Date
(Area Code) (Number) (Ext)				

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B
SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The District of Columbia Department of Health Care Finance (DHCF) (District) is seeking a Contractor certified by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) to conduct utilization reviews and quality improvement activities for approximately 73,000 of the District's Fee-For-Service (FFS) Medicaid Program participants.

B.2 CONTRACT TYPE

B.2.1 The District contemplates the award of a requirements type contract with fixed unit prices.

B.2.2 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

B.2.3 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.11. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.2.4 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.2.5 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contractor's period of performance.

B.3 PRICE SCHEDULE**B.3.1 BASE YEAR (DATE OF AWARD THROUGH TWELVE MONTHS THEREAFTER):**

CLIN	Item Description	Unit	Unit Price	Est. Qty	Estimated Total Price
0001	PRIOR AUTHORIZATION (PA) REVIEWS as described in C.3.2				
0001AA	Acute Care Hospitals	Each Admission	\$ _____	1,248	\$ _____
0001AB	Acute Care Hospitals Bordering Counties	Each Admission	\$ _____	30	\$ _____
0001AC	Gastric By-pass Surgery	Each Admission	\$ _____	18	\$ _____
0001AD	Selected Outpatient Medical & Surgical Procedures	Each Admission	\$ _____	593	\$ _____
0001AE	Out of State Dialysis	Each Service	\$ _____		\$ _____
0001AF	Home Health	Each Service	\$ _____		\$ _____
0001AG	Extended Personal Care Aide (PCA)	PCA Service	\$ _____	396	\$ _____
0001AH	Hearing Aids and Artificial Larynxes	Each Service	\$ _____	133	\$ _____
0001AI	Eyewear and Contact Lenses	Each Service	\$ _____	2,691	\$ _____
0001AJ	Dental & Orthodontic Service	Each Service	\$ _____	568	\$ _____
0001AK	Durable Medical Equipment	Each Service	\$ _____		\$ _____
0001AL	Intellectual and Developmental Disabilities Waiver	Each Service	\$ _____		\$ _____
0001AM	Elderly and Individuals with Physical Disabilities (EPD) Waiver	Each Service	\$ _____		\$ _____
0001AN	Personal Care Aide (PCA) Services	Each Service	\$ _____		\$ _____
0001AO	Specific Durable Medical Equipment, Prosthetics, Orthotics and Medical Supplies (DME/POS)	Each Service	\$ _____		\$ _____
0001AP	Non-Cosmetic Botox Injections	Each Service	\$ _____		\$ _____
0001AQ	Out of State Nursing Home Placement	Each Service	\$ _____		\$ _____

CLIN	Item Description	Unit	Unit Price	Est. Qty	Estimated Total Price
0002	PRE-ADMISSION REVIEWS as described in C.3.3				
0002AA	Medlink & Hadley Memorial Hospitals (or other specialty hospitals)	Each Admission	\$ _____	277	\$ _____
0002AB	National Rehabilitation Hospital (or other rehabilitation hospitals)	Each Admission	\$ _____	211	\$ _____
0002AC	Hospital for Sick Children (or other specialty hospitals for special needs)	Each Admission	\$ _____	12	\$ _____
0002AD	Psychiatric Institute of Washington and Riverside Psychiatric	Each Admission	\$ _____	170	\$ _____
0002AE	St. Elizabeth's Hospital (or other in-patient behavioral health hospitals)	Each Admission	\$ _____	45	\$ _____
0002AF	Out of State Mental Health Facilities	Each Admission	\$ _____	7	\$ _____
0002AG	Pediatric Specialty Hospitals	Each Admission	\$ _____	15	\$ _____
0003	EMERGENCY ADMISSION REVIEWS as described in C.3.4				
0003AA	Acute Care Hospitals	Each Admission	\$ _____	4,882	\$ _____
0003AB	Acute Care Hospitals Bordering Counties	Each Admission	\$ _____	4,882	\$ _____
0004	CONTINUED STAY REVIEWS as described in C.3.5				
0004AA	Medlink and Hadley Memorial Hospitals or other specialty hospitals)	Each CSR	\$ _____	506	\$ _____
0004AB	National Rehabilitation Hospital (or other rehabilitation hospitals)	Each CSR	\$ _____	198	\$ _____
0004AC	Hospital for Sick Children (or other specialty hospitals for special needs)	Each CSR	\$ _____	600	\$ _____
0004AD	Non-DRG Acute Care Hospitals	Each CSR	\$ _____	400	\$ _____
0004AE	Psychiatric Institute of Washington and Riverside Psychiatric	Each CSR	\$ _____	300	\$ _____
0004AF	Out of State Mental Health Facilities	Each CSR	\$ _____	7	\$ _____
0004AG	St Elizabeth's Hospital (or other acute care behavioral health facilities)	Each CSR	\$ _____	100	\$ _____
000AH	Pediatric Specialty Hospitals-Maryland Cumberland Hospital	Each CSR	\$ _____	16	\$ _____
0005	RETROSPECTIVE REVIEWS as described in C.3.6				

0005AA	Transfers Acute Care Hospital to Acute Care Hospital	Each Admission	\$ _____	50	\$ _____
0005AB	Readmissions to Acute Care Hospital	Each Admission	\$ _____	50	\$ _____
0005AC	Cost Outliers	Each Admission	\$ _____	50	\$ _____
0005AD	Return Admissions within 72 hours	Each Admission	\$ _____	50	\$ _____
0005AE	DRG Payment Admissions	Each Admission	\$ _____	50	\$ _____
0005AF	Subsequent Eligibility Admissions	Each Admission	\$ _____	1080	\$ _____
0005AG	PPS Hospitals – Out of State	Each Admission	\$ _____	1500	\$ _____
0005AH	Non PPS Hospitals - Out of State	Each Admission	\$ _____	50	\$ _____
0005AI	Undocumented Residents (780) Medical Review for Limited Emergency Services	Each Service	\$ _____		\$ _____
0006	LONG TERM CARE REVIEWS as described in C.3.7				
0006AA	Level of Care Determinations	Each Admission	\$ _____	3,030	\$ _____
0006AB	Medical Eligibility Reviews	Each Admission	\$ _____	436	\$ _____
0006AC	Continued Stay Reviews	Each Admission	\$ _____	1,721	\$ _____
0006AD	Pre-Admission screening and Annual Resident Review (PASRR)	Each Admission	\$ _____	800	\$ _____
0006AE	EPD Waiver Program Medical Review	Each	\$ _____		\$ _____
0007	MISCELLANEOUS AND OTHER REVIEWS as described in C.3.8				
	Individual Determinations				
	Residential Treatment Centers				
	Nursing Facilities Out of State				
	Codes				
	Equipment, Pharmaceuticals, Procedures, and Technology				
BASE YEAR TOTAL					

- B.3.2 OPTION YEAR 1 – (DATE OF AWARD TO 12 MONTHS THEREAFTER)**
- B.3.3 OPTION YEAR 2 – (DATE OF AWARD TO 12 MONTHS THEREAFTER)**
- B.3.4 OPTION YEAR 3 (DATE OF AWARD TO TWELVE MONTHS THEREAFTER)**
- B.3.5 OPTION YEAR 4 (DATE OF AWARD AND TWELVE MONTHS THEREAFTER)**
- B.4 CBE REQUIREMENTS**

Any offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The District of Columbia Department of Health Care Finance (DHCF) (District) is seeking a Contractor certified by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) to conduct utilization reviews and quality improvement activities for approximately 73,000 of the District's Fee-For-Service (FFS) Medicaid Program participants.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions and any future revisions to applicable federal and District laws, Court Orders, regulations, and policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

Document No.	Document Type	Document Title	Version
1	Consent Decree	Salazar v. District of Columbia Et Al, DC Civil Action No. 93-452 (GK) Provided as Attachment J.1	Most Recent
2	State Medicaid Plan	DC Medicaid State Plan Provided as Attachment J.2	Most Recent
3	Federal Law	Social Security Act Title XIX – Grants to States for Medical Assistance Programs http://www.ssa.gov/OP_Home/ssact/title19/1900.htm	Most Recent
4	Federal Law	Social Security Act Title XXI – State Children's Health Insurance Program http://www.ssa.gov/OP_Home/ssact/title21/2100.htm	Most Recent
5	Federal Law	Section 1152 Social Security Act Definition of Utilization and Quality Control Peer Review Organization http://www.ssa.gov/OP_Home/ssact/title11/1152.htm	Most Recent
6	Federal Law	Section 1153 Social Security Act Contracts with Utilization and Quality Control Peer Review Organizations http://www.ssa.gov/OP_Home/ssact/title11/1153.htm	Most Recent
7	Federal Law	Section 1154 Social Security Act Functions of Peer Review Organizations http://www.ssa.gov/OP_Home/ssact/title11/1154.htm	Most Recent
Document	Document	Document	Version

No.	Type	Title	
8	Code of Federal Regulations	HIPAA Regulations – 45 CFR Part 160 and 164 45 CFR Part 475 http://www.hhs.gov/ocr/privacy/ (Attachment J.9)	Most Recent
9	Code of Federal Regulations	Title 42 Chapter IV Centers for Medicare & Medicaid Services Department of Health and Human Services Part 456 Utilization Control http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr456_02.html	Most Recent
10	Code of Federal Regulations	42 CFR 483 Requirements for States and Long Term Care Facilities http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr483_main_02.tpl	Most Recent

C.1.2 DEFINITIONS AND ACRONYMS

Definitions and Acronyms applicable to this procurement are provided in Attachment J.11.

C.2 BACKGROUND

C.2.1 DHCF MISSION

The Department of Health Care Finance (DHCF) is the single State agency responsible for the administration of the District of Columbia's Medical Assistance Program authorized under Title XIX of the Social Security Act and the District's State Children's Health Insurance Program (SCHIP) authorized under Title XXI of the Social Security Act (Applicable Document #4). The mission of the DHCF is to improve health outcomes by providing access to comprehensive, cost-effective and quality healthcare services for residents of the District of Columbia.

C.2.1.1 DHCF responsibilities include quality assurance and utilization review, health care program policy, long-term care administration, managed care plan administration, claims processing and reimbursement, and third party liability recovery.

C.2.2 GOALS AND OBJECTIVES

C.2.2.1 The expected benefit of the utilization management and quality improvement services required under this Contract include improved safeguards against unnecessary or inappropriate use of Medicaid services, ensuring provision of appropriate care through prospective, concurrent and retrospective reviews of services, medical records review, validation of the appropriateness of requested services, improved data gathering and reporting, and the identification of fraud, waste, abuse and other violations.

C.2.2.2 The services to result from this procurement shall ensure that the utilization review and quality improvement activities are consistent with the goals established for FFS Medicaid programs by the Centers for Medicare and Medicaid Services (CMS) and stated below:

- a. Safeguard against unnecessary or inappropriate use of Medicaid services and protect the integrity of Medicaid by ensuring that Medicaid only pay for services and items that are reasonable, medically necessary and provided in the most appropriate setting;
- b. Provide for the control of the utilization of all services provided in acute inpatient, outpatient, and long-term care facility;
- c. Assesses the quality of services provided to ensure standards of health care are met and to determine the health outcomes achieved by FFS Medicaid recipients;
- d. Ensure care planned is complete, adequate, and of reasonable quality;
- e. Ensure the utilization of resources was efficient and there was appropriate and adequate planning for discharge as determined by established Medical Review Criteria and Evaluation Methods;
- f. Ensure the Diagnostic Related Group (DRG) used for payment is consistent and accurate with the DRG payment based on correct diagnostic and procedural information in the case of inpatient admissions; and
- g. Improve the reliability, timeliness, and accuracy of the reporting of minimum data set data (MDS)

C.2.3 CURRENT OPERATING ENVIRONMENT

The District contracted with Delmarva Foundation for Medical Care, Inc. in April of 2005 to serve as the District's Quality Improvement Organization. A summary of the utilization reviews and quality improvement activities conducted for Fiscal Years 2008, 2009, and 2010 are provided in Attachment J.12.

C.3 REQUIREMENTS

The Contractor shall provide utilization reviews and quality improvement activities to evaluate and assess the medical necessity, reasonableness, adequacy and appropriateness of care including both the level and quality of health care services provided to District Fee-For-Service (FFS) Medicaid Program participants in support of the District's goals and objectives identified in C.2.2. Additionally, fulfillment of the required services is expected to ensure the District's compliance with federal requirements to maintain a utilization control program as described in Title 42, Public Health Section 456 Utilization Control (Applicable Document #9). The Contractor shall provide the required services in accordance with federal and District regulations including the Applicable

Documents identified in C.1.1. The Contractor shall at a minimum provide the following:

C.3.1 UTILIZATION REVIEWS POLICIES AND PROCEDURES MANUAL

The Contractor shall develop and provide a Utilization Review Policies and Procedures Manual to describe all policies, procedures, and protocols to be used in providing the utilization reviews and quality improvement activities. The Contractor Utilization Review Policies and Procedures Manual shall address minimum medical necessity, reasonableness, adequacy and appropriateness of care including both the level and quality of health care services provided for the utilization reviews to be conducted. The Utilization Review Policies and Procedures Manual shall be provided in accordance with F.3 and shall require the approval of the Contracting Officer's Technical Representative (COTR) identified in G.9.2 for each element of the Utilization Reviews Policies and Procedures Manual described in C.3.1.1 to C.3.1.11. The Utilization Review Policies and Procedures Manual shall include at a minimum the following:

C.3.1.1 Utilization Reviews

The Contractor shall ensure that the Utilization Review Policies and Procedures Manual provides a description of the types of utilization reviews to be conducted including relevant protocols and information to conduct each of the following reviews:

- a. Prior-Authorization Reviews (C.3.2);
- b. Pre-Admission Reviews (C.3.3);
- c. Emergency Admission Reviews (C.3.4);
- d. Continued Stay Reviews (C.3.5);
- e. Retrospective Reviews (C.3.6);
- f. Long-Term Care Reviews (C.3.7); and
- g. Miscellaneous Reviews (C.3.8).

C.3.1.2 Medical Review Criteria

The Contractor shall develop and provide Medical Review Criteria to be included in the Utilization Review Policies and Procedures Manual. The Contractor's Medical Review Criteria shall be developed by health professionals and establish predetermined elements against which aspects of the quality of a medical service shall be compared. The Contractor's Medical Review Criteria shall include at a minimum the following:

- a. Utilization of current District approved definition of Medical Necessity;
- b. Clinical standards for each type of service subject to review;
- c. Medical review criteria tools including the necessary

- specifications for the approved medical review criteria tools;
- d. Procedures for the review of hospitals and nursing facilities including procedures and processes to monitor the quality of care provided to District Medicaid recipients in hospitals or residing in a nursing facility in the District of Columbia, Delaware, and bordering counties in Maryland and Virginia; Paper reviews of nursing facilities far from DC (such as Delaware and Massachusetts) shall be conducted; and
 - e. Criteria and procedures to review residential placement centers utilized by the District's Youth Rehabilitation Services and Child and Family Services Agency.

C.3.1.2.1 Medical Review Criteria Tools

The Contractor shall identify and recommend nationally accepted Medical Review Criteria Tools to complete the utilization review activities including the specifications and application of the approved Medical Review Criteria (C.3.1.2). The Contractor shall ensure the effective implementation and maintenance of the Medical Review Criteria Tools.

C.3.1.2.2 Medical Review Criteria and Medical Review Criteria Tools Updates

The Contractor shall develop and provide updates to the Medical Review Criteria and Medical Review Criteria Tools including the evaluation methodology, policies, and protocols affecting recipients. The Contractor shall develop procedures to notify recipients, providers, and the COTR of modifications, revisions or additions to the Medical Review Criteria.

C.3.1.3 Evaluation Methods

The Contractor shall develop and provide Evaluation Methods to be included in the Utilization Review Policies and Procedures Manual to measure and assess the effectiveness of the Medical Review Criteria (C.3.1.2) including all guidelines and standards of care.

C.3.1.3.1 Evaluation Methods Updates

The Contractor shall develop and provide updates to the Evaluation Methods including procedures to notify recipients, providers, and the COTR of modifications, revisions or additions to the Evaluation Methods.

C.3.1.4 Quality of Care Screens

The Contractor shall ensure the Utilization Review Policies and Procedures Manual includes Quality of Care Screens to be used in utilization reviews to determine if the level and quality of health care services provided was

appropriate and effective and to measure the effectiveness of the Quality of Care Concerns measures discussed in C.3.1.4.

C.3.1.4.1 Quality of Care Concerns

The Contractor shall develop and provide procedures for identifying quality of care concerns utilizing the Quality of Care Screens discussed in C.3.1.4 above to determine and measure when the health, safety, and welfare of an individual are at risk and when cases of abuse, neglect, or exploitation are identified.

C.3.1.5 Diagnostic Related Groups (DRG)

The Contractor shall ensure the Utilization Review Policies and Procedures Manual includes procedures to review the Diagnostic Related Groups (DRG) to ensure the DRG used for payment is consistent and accurate based on correct diagnostic and procedural information in the case of inpatient admissions.

C.3.1.5.1 Notice of DRG Changes

The Contractor shall ensure the Utilization Review Policies and Procedures Manual includes procedures to issue a Notice of DRG changes for the purpose of notifying a hospital when the DRG assignment is changed based on procedural or diagnostic information. The Notice of DRG Changes procedures shall include a preliminary Notice of DRG Changes providing the hospital thirty (30) days to respond to the findings. In the event the hospital does not respond timely to the Notice of DRG changes, the Contractor shall forward the Notice of DRG changes to the DHCF, Office of Program Integrity, within five (5) business days of the failure to respond for resolution. The Contractor shall ensure the Notice of DRG Changes procedure includes the requirement for the notice to be in writing as well as the timely notification of the COTR.

C.3.1.6 Fraud, Waste and Abuse Detection and Referral

The Contractor shall ensure the Utilization Review Policies and Procedures Manual includes procedures to proactively identify potential cases of fraud, waste, and abuse, including notification to the DHCF, Office of Program Integrity about potential cases. The Contractor shall also include the identification of fraud, waste, and abuse in staff training.

C.3.1.6.1 Fraud, Waste and Abuse Detection and Referral Reporting

The Contractor shall provide notification of fraud, waste and abuse when the health, safety, and welfare of an individual is at risk directly to the District Medicaid Fraud Control Unit report within twenty four (24) hours potential cases; the following information related to Fraud, Waste, and Abuse:

- a. Notification of instance of possible fraud, waste or abuse in the Fraud, Waste and Abuse Surveillance Activities Report as described in C.3.13.2.6.
- b. The Contractor shall submit a monthly report of all attempts made to proactively discover and report suspected events of fraud in the Suspected Cases of Fraud, Waste and Abuse Report as described in C.3.13.2.10.

C.3.1.7 Quality Assurance

The Contractor shall ensure that the Utilization Policies and Procedures Manual include Quality Assurance procedures to be utilized in conducting utilization reviews and quality improvement activities to ensure the accuracy and integrity of the review decisions. The Contractor shall include at a minimum the following Quality Assurance related procedures in the Utilization Policies and Procedures Manual:

- a. Procedures to maintain compliance with the District's policies and procedures to secure the privacy, integrity, and the confidentiality of information systems data;
- a. Procedures to ensure the use and application of the District approved definition of Medical Necessity;
- b. Procedures to ensure the utilization reviews and quality improvement activities are conducted;
- c. Procedures to provide a surveillance system to identify quality of care issues during the reviews for each type review performed by the Contractor;
- d. Procedures to perform a minimum number sample of all certifications and reviews performed by the Contractor; and
- e. Procedures to integrate findings and recommendations resulting from the Contractor's Continuous Quality Improvement Program (CQIP).

C.3.1.8 Request for Review and Authorizations

The Contractor shall ensure that the Utilization Policies and Procedures Manual include procedures and processes to receive requests for authorizations via the telephone, facsimile, mail, and the Contractor's web site (internet).

C.3.1.9 Utilization Review Procedures Manual Updates

- C.3.1.9.1** The Contractor shall develop and provide updates to the Utilization Review Procedure Manual to ensure that the Contractor's medical review criteria, evaluation methods, quality of care screens, notice of DRG codes and related activities used to evaluate and assess the medical necessity, reasonableness,

adequacy and appropriateness of care including both the level and quality of health care services provided remain current and reflective of industry recognized trends, practices, and procedures.

C.3.1.9.2 The Contractor shall develop and provide procedures for the distribution of the Utilization Review Procedures Manual Updates including all criteria, guidelines, and standards of care to providers and the public, upon request as permitted by law and in accordance with the “Language Access Act of 2004”.

C.3.1.10 Utilization Review Data and Information

C.3.1.10.1 The Contractor shall ensure that the information needed to perform the utilization reviews includes information needed to perform UR required. This information shall include, at a minimum, the following:

- a. Date the request for prior authorization/preadmission was received from the provider or from the COTR for outpatient medical and surgical procedures;
- b. Recipient Information
 1. Recipient’s name, address, telephone number date of birth, and sex;
 2. Medicaid ID number,
- c. Treatment Information
 1. The plan of care required;
 2. Scheduled date of admission;
 3. Scheduled date of surgery;
 4. Proposed length of stay;
 5. Frequency/duration of services for treatment/diagnosis;
 6. Primary diagnosis, secondary diagnosis, tertiary diagnosis (if applicable);
 7. Proposed procedure(s), treatment(s), or service(s);
 8. Clinical information sufficient to support the appropriateness and level of service proposed, if applicable;
 9. Contact person for detailed clinical information;
- d. Provider/Facility Information
 1. Name address, telephone/fax number, provider number, and type of the attending physician; and
 2. Name address, telephone/fax number, provider number, and type of the facility.
- e. Request for Information
 1. Whether all the required information was provided, if not;
 - i. A description of required information that was missing;
 - ii. A description of each attempt made to obtain the additional information, including the date, time and type of attempt; and

- iii. The date of receipt of additional information, if received.
- f. Date the determination was made;
 - 1. Description of determination decision and approved length of stay; and
 - 2. Date the determination was issued; each retrospective review performed by the Contractor;
- g. Continued Stay Reviews
 - 1. Initial and subsequent continued stay review dates;
 - 2. Reasons and plan for continued stay, if the attending physician believes continued stay is necessary; and
 - 3. Other supporting material appropriate to be included in the record; date of admission, and dates of application for and authorization of Medicaid benefits if application is made after admission;
- h. Date of operating room reservation, if applicable;
- i. Justification of emergency admission, if applicable;

C.3.1.10.2 Decisions and Determinations

The Contractor shall develop procedures related to the communication of notifications of decisions and modifications (and other related issues).

C.3.1.10.3 Approvals and Authorizations

The Contractor shall develop procedures to notify beneficiaries of approvals or certification of approvals;

C.3.1.10.4 Adverse Determinations

If the Contractor determines that services furnished or proposed to be furnished are not medically necessary, are not reasonable, or are not at the appropriate level of care, the Contractor shall issue a written Notice of Adverse Determination to the Hospital or Nursing Facility, attending physician, Medicaid Recipient and the DHCF within five (5) days that contains the following information:

- a. Date of Service Reviewed;
- b. Type of Service Requested;
- c. Name and identification number of the patient;
- d. Name of the requesting provider;
- e. Specific reason for the denial;
- f. Description of criteria used in the decision;
- g. Date of decertification, if applicable; and
- h. Description of appeal rights including right to reconsideration as described in C.3.1.11 and description of external appeal rights with the DHCF, Office of Fair Hearing.

- C.3.1.10.5.1** The Contractor's determination shall be binding for payment purposes, except that adverse determinations may be appealed to the District in accordance with Federal and District law.
- C.3.1.10.5.2** The Contractor shall provide documents, witnesses, physician consultants, technical expertise, and support as necessary in the preparation and defense of any litigation arising under the Contract that relates to the Contractor's adverse determination.
- C.3.1.10.5.3** The Contractor shall develop and submit for approval by the COTR within thirty (30) days of the Contract award a template for the Notice of Adverse Determination.
- C.3.1.11 Reconsideration Requests**
- C.3.1.11.1** The Contractor shall conduct reconsideration requests by any provider or recipient dissatisfied with the Contractor's utilization review determination in accordance with Federal and District laws.
- C.3.1.11.2** The Contractor shall develop procedures to conduct Reconsideration Requests for a recipient or provider dissatisfied with the Contractor's utilization review determination. The Reconsideration Request Procedure shall require approval by the COTR.
- C.3.1.11.3** The Contractor's reconsideration request shall examine all relevant evidence in the record regarding services requested; and any new documentation submitted by the provider.
- C.3.1.11.4** The Reconsideration Request shall be conducted by a Contractor's physician reviewer other than the physician reviewer who performed the first level of review.
- C.3.1.11.5** The Contractor's Reconsideration Request shall either, uphold, modify, or revise the original determination taking into consideration any additional new information that may be presented with the reconsideration request.
- C.3.1.11.6** The Contractor shall issue the reconsideration decision within fourteen (14) days of the reconsideration request and issue a notice of determination with five (5) days of the decision to the recipient and the provider.
- C.3.1.11.7** The Contractor shall provide individual review, analysis, recommendations, corrective action plans, and follow-up when a 'sentinel-event' in a hospital is reported. DHCF will identify and define such sentinel events to the Contractor.

C.3.2 PRIOR-AUTHORIZATION REVIEWS

C.3.2.1 The Contractor shall conduct reviews prior to a patient's admission, stay, or other service or course of treatment to determine, for payment purposes the reasonableness, medical appropriateness of placement in accordance with established Medical Review Criteria.

C.3.2.2 The Contractor shall review each elective admission to acute care hospitals in the District or bordering county and outpatient medical and surgical procedures and provide an approval or denial to the hospital and the patient. Review Outpatient medical and surgical procedures requested by the COTR;

- a. Acute Care Hospitals;
- b. Acute Care Hospitals Bordering Counties;
- c. Gastric By-Pass Surgery Gastric By-pass (Attachment J.13.7);
- d. Selected Outpatient Medical and Surgical Procedures (Attachment J.13.2);
- e. Out of State Dialysis;
- f. Home Health (OQM);
- g. Extended Personal Care Aide (PCA) Services (Attachment J.13.3);
- h. Hearing Aids and Artificial Larynxes;
- i. Eyewear and Contact Lenses (Attachment J.13.10);
- j. Dental and Orthodontic Service (Attachment J.13.1);
- k. Intellectual and Developmental Disabilities Waiver;
- l. Elderly and Individuals with Physical Disabilities (EPD) Waiver (Attachment J.13.8);
- m. Personal Care Aide (PCA) Services;
- n. Specific Durable Medical Equipment, Prosthetics, Orthotics and Medical Supplies (DME/POS) (Attachment J.13.8); and
- o. Prior Authorization for Non-Cosmetic Botox Injections (limited coverage) (Attachment J.13.4)
- p. Out of State Nursing Home Placement (J.13.6)

C.3.2.2.1 Prior Authorization Review Tracking and Reporting

The Contractor shall report the number of prior authorization requests and the number and rate of approval and denials by type of service and provider.

C.3.3 PRE-ADMISSION REVIEWS

The Contractor shall conduct reviews prior to each patient's admission to a health care facility to determine, for payment purposes, the reasonableness, and medical appropriateness of placement in accordance with service specific criteria for the following:

- a. Medlink and Hadley Memorial Hospitals (or other specialty hospitals);
- b. National Rehabilitation Hospital (or other rehabilitation hospitals);

- c. Hospital for Sick Children (or other specialty hospitals for special needs);
- d. Psychiatric Institute of Washington and Riverside Psychiatric;
- e. St. Elizabeth's Hospital;
- f. Out of State Mental Health Facilities; and
- g. Pediatric Specialty Hospitals-Maryland.

C.3.3.1 Pre-Admission Review Tracking and Reporting

The results of the Pre-Admission Reviews shall be tracked and reported in a monthly detailed report.

C.3.4 EMERGENCY ADMISSION REVIEWS

The Contractor shall review and determine the medical necessity and appropriateness of each emergency admission of District Medicaid recipients in accordance with established Medical Review Criteria for the following:

- a. Acute Care Hospitals
- b. Acute Care Hospitals Bordering Counties

C.3.4.1 Emergency Admission Review Tracking and Reporting

The Contractor shall document Emergency Admission Reviews and related activities in the Prior Authorization (PAR) Tracking System on a monthly basis in a Prior Authorization Detail Report.

C.3.5 CONTINUED STAY REVIEWS

C.3.5.1 The Contractor shall complete reviews after admission of each District Medicaid beneficiary to certain health care facilities to be specified by DHCF to determine the appropriateness of continuing the stay at the same level of care in accordance with service specific criteria. These facilities will generally be those paid on a per diem basis as opposed to paid on a DRG basis.

- a. Medlink and Hadley Memorial Hospitals (or other specialty hospitals)
- b. National Rehabilitation Hospital (or other rehabilitation hospitals)
- c. Hospital for Sick Children (or other specialty hospitals for special needs)
- d. Non-DRG Acute Care Hospitals
- e. Psychiatric Institute of Washington and Riverside Psychiatric
- f. Out of State Mental Health Facilities
- g. St. Elizabeth's Hospital (or other acute care behavioral health facilities)
- h. Pediatric Specialty Hospitals-Maryland Cumberland Hospital

C.3.5.2 Continued Stay Review Tracking and Reporting

The Contractor shall report the number of continued stay reviews in acute care hospitals by provider and the medical appropriateness of the level of care according to the patient condition in a Detailed Report.

C.3.6 RETROSPECTIVE REVIEWS

C.3.6.1 The Contractor shall conduct reviews for the services provided to determine the appropriateness, Medical Necessity, and reasonableness provided in accordance with service specific medical review criteria. The Contractor shall document retrospective reviews by the number and type for each retrospective review for the following:

- a. Transfers Acute Care Hospital to Acute Care Hospital
- b. Readmissions to Acute Care Hospital
- c. Cost Outliers
- d. Return Admissions within 72 hours
- e. DRG payment Admissions
- f. Subsequent Eligibility Admissions
- g. PPS Hospitals - Out of State
- h. Non PPS Hospitals Out of State
- i. Undocumented Residents (780) Medical Review for Limited Emergency Services as described

C.3.6.2 The Contractor shall perform a review of services to determine the following:

- i. Review invasive procedures to determine if the procedures performed were medically appropriate for the given diagnosis;
- ii. Review the quality of care provided in accordance with applicable Quality of Care Screens (C.3.1.4);
- iii. Assign a reason code to describe problem areas affecting the efficient delivery of health care services for all days that failed the acute care criteria as non-acute days;
- iv. Examine re-admissions within fifteen (15) business days of the previous discharge to determine if the readmission was due to a premature discharge;
- v. Determine if the procedure should be typically provided on an outpatient basis;
- vi. Validate that the DRG assignment is based on the correct diagnostic and procedural information using the Medicare grouper; and
- vii. Review the claim form to determine if it was submitted correctly according to Federal and District regulations and the District's provider manuals.

C.3.6.3 The Contractor shall ensure the following information at minimum is obtained for Retrospective Reviews performed by the Contractor:

- a. Date of MMIS Query;
- b. Reason for review (i.e., DRG sample, transfer to an acute care hospital, cost outlier);
- c. Claim number subject to review;
- d. Name of Facility subject to review;
- e. Name of attending physician;
- f. Date of request for medical records;
- g. Date of receipt of medical records;
- h. Whether all the required information was provided, if not:
 1. A description of required information that was missing;
 2. A description of each attempt made to obtain the additional information, including the date, time and type of attempt; and
- i. The date of receipt of additional information, if received. Description of DRG validation outcome, if applicable;
- j. Date of notification to facility if negative DRG outcome;
 1. Date of receipt of additional information.
 2. Date of initial determination;
 3. Description of initial determination decision;
- k. Date of notification of attending physician and facility if initial determination is a denial related to Medical Necessity; and
 1. Date of receipt of additional information.
 2. Date of final determination;
 3. Description of final determination; and
 4. Date the notice of final determination was issued.

C.3.6.4 On a monthly basis, the Contractor shall report the number of each type of retrospective review, the sample sizes for specific review activities, the number of DRG changes, and number of denials based on Medical Necessity by provider through the use of the electronic submission of data of the Contractor's tracking systems to the District's Medical Management Information System (MMIS).

C.3.7 LONG-TERM CARE REVIEWS

C.3.7.1 The Contractor shall determine when the level of care a patient is receiving in a long-term care setting is appropriate and review the continued need for services as described below. The Contractor shall document LOC determinations in a Long-Term Care Tracking System;

- a. Level of Care Determinations
- b. Medical Eligibility Reviews
- c. Continued Stay Reviews
- d. Pre Admission Screening and Resident Review (PASRR)
- e. EPD Waiver Program Medical Review

Applicable Document # 42 CFR 483
Requirements for States and Long Term Care Facilities

Attachment J.16 Long Term Care Facilities

The Contractor shall notify the provider, the, COTR and the recipient or recipient's guardian in writing of the LOC determination within twenty-four (24) hours or one (1) business day from the date of receipt of a request for a level of care determination.

The Contractor shall conduct level of care determinations by:

- i. Verifying Medicaid eligibility;
- ii. Verifying the facility is a District Medicaid approved provider; and
- iii. Verifying the care to be provided meets the needs of the Medicaid recipient.

C.3.7.2 The Contractor shall ensure the following information at minimum is obtained for Long term care reviews performed by the Contractor:

- a. Date of receipt of request for level of care determination;
- b. Name of provider submitting application for level of care determination;
- c. Name of recipient for whom the level of care determination is requested;
- d. Whether all the required information was provided;
 - 1. If not, a description of required information that was missing;
 - 2. A description of each attempt made to obtain the additional information, including the date, time and type of attempt; and
 - 3. The date of receipt of additional information, if received.
- e. Date the level of care determination was made;
- f. Description of level of care determination decision;
- g. Date the level of care determination was issued;
- h. Date of receipt of notice of nursing facility placement;
- i. Name of nursing facility;
- j. Date of initial medical eligibility review;
- k. Presence of Level I screening;
- l. Presence of a current physician certification/recertification;
- m. If missing, date of notice of non-compliance;
- n. Date of Review determination;
- o. Begin pay date; and
- p. If applicable, date of notification of adverse determination.

C.3.8 MISCELLANEOUS REVIEWS

C.3.8.1 Miscellaneous reviews are defined as reviews wherein which DHCF requires the input from a specialized clinician (networks of clinicians) for ad-hoc medical reviews.

C.3.8.1.1 Individual Reviews

The Contractor shall review individual cases subject to review by another entity for the purpose of providing an expert opinion as to whether the service under review was reasonable, medically necessary and appropriate. The Contractor shall review and provide an approval or denial of individual reviews referred by the COTR regardless of the type of case.

C.3.8.1.2 Individual Determinations

The Contractor shall at a minimum perform the following in review of individual determinations:

- i. Observation of the resident;
- ii. Review of patient information including reason for placement;
- iii. Review of the resident's current functional, medical, and mental status;
- iv. Review of the projected level of care, validation of the appropriateness of placement, and an evaluation of the potential for the applicant to receive alternative resources available in a home or community setting;
- v. Confirmation of the presence of a physician's certification of the need for care; and
- vi. Review of the quality of care and identification of quality of care concerns.

C.3.8.1.3 The Contractor shall notify the Medicaid Fraud Control Unit (MFCU) immediately by telephone upon identification of any quality of care concerns and in writing in the Quality of Care Concerns Report as described in C.3.13.2.7.

C.3.8.1.4 The Contractor shall submit a written report of findings within forty-eight (48) hours in the Special Cases Report in accordance C.3.13.2.13.

C.3.8.1.5 The contractor shall conduct Individual determination reviews in accordance with the applicable Performance Measure described in C.3.14.

C.3.8.2 Residential Treatment Center Reviews

The Contractor shall monitor utilization reviews and conduct on-site review of District Medicaid recipients under the age of twenty-one (21) residing in a residential treatment center in the District or a Bordering County.

- C.3.8.2.1** The Contractor shall review one-hundred percent (100%) of utilization review decisions made by the District's Department of Youth Rehabilitation Services Department of Child and Family Services Agency and other child-serving agencies for placement of Medicaid recipients under the age of twenty-one (21) in a Residential Treatment Center.
- C.3.8.2.2** The Contractor shall develop a process to monitor one-hundred percent (100%) of the utilization review decisions for Residential Treatment Center placements on a quarterly basis. The process shall require approval by the COTR in accordance with C.3.13 and shall at a minimum consist of the following:
- i. Review of patient information including reason for placement;
 - ii. Review of the resident's current functional, medical, and mental status;
 - iii. Review of the projected level of care, validation of the appropriateness of placement, and an evaluation of the potential for the applicant to receive alternative resources available in a home or community setting;
 - iv. Confirmation of the presence of a physician's certification of the need for care; and
 - v. Review of the quality of care.
- C.3.8.2.3** The Contractor shall notify the COTR immediately by telephone upon identification of any quality of care concerns and submit a summary in the Quality of Care Concerns Report as described in C.3.12.2.7 and submitted in accordance with C.3.13.
- C.3.8.2.4** The Contractor shall conduct an on-site review of Medicaid recipients in the Residential Treatment Center as requested by the COTR to determine the following:
- i. The appropriateness of initial certification of need for placement decisions in compliance with 42 CFR 441.152 and 42 CFR 441.153;
 - ii. The appropriateness of recommendations for support services and alternative care made for those children determined ineligible for residential care;
 - iii. The appropriateness of continued placement decisions; and
 - iv. The adequacy of discharge plans.
- C.3.8.2.5** The Contractor shall utilize data from review activities to proactively develop specific recommendations to modify review policies and procedures to address inappropriate patterns of care, unusual incidents, and quality of care issues or changes in the types and location of services provided to Medicaid recipients over time.
- C.3.8.2.5.1** The Contractor shall submit recommendations in the Quarterly Summary Operations and Quality Management Report as described in C.3.12.3.5 and Annual Summary of Operations and Quality Improvement Report as described in C.3.12.
- C.3.8.2.6** The Contractor shall submit a report of findings for each review in the Special Cases Report in accordance with C.3.12.2.13 and submitted in accordance with F.3.

- C.3.8.2.7** The Contractor shall conduct Residential treatment center reviews in accordance with the applicable Performance Measure described in C.3.12.
- C.3.8.4 Code Reviews**
- C.3.8.4.1** The Contractor shall review new CPT codes, HCPCS codes, ICD-9-CM, and DSM-IV codes regarding coverage and payment decisions as requested by the COTR to determine the impact and required revisions on the delivery of and review of the fee-for service services.
- C.3.8.4.2** The Contractor shall submit findings by CPT codes, HCPCS codes, ICD-9-CM codes, and SM-IV codes in the Miscellaneous Reviews Report as described in C.3.13.2.14 and submitted in accordance with F.3.
- C.3.8.4.3** The contractor shall conduct reviews of codes in accordance with the applicable Performance Measure described in C.3.14.
- C.3.8.5 New Equipment, Pharmaceuticals, Procedures, and Technology Reviews**
- C.3.8.5.1** The Contractor shall review new equipment, pharmaceuticals, procedures and technologies regarding coverage and payment decisions as requested by the COTR.
- C.3.8.5.2** The Contractor shall submit the findings of the review within five (5) business days of the request for review in the Miscellaneous Review Report as described in C.3.13.2.14 and submitted in accordance with F.3.
- C.3.8.5.3** The contractor shall conduct Reviews of equipment, pharmaceuticals, procedures, and technology in accordance with the applicable Performance Measure described in C.3.14.

C.3.8.6 Notice of Adverse Determinations

- C.3.8.6.1** If the Contractor determines that services furnished or proposed to be furnished are medically necessary, are not reasonable, or are not at the appropriate Level of care, the Contractor shall issue a written Notice of Adverse Determination to the Hospital or Nursing Facility, attending physician, Medicaid Recipient and the DHCF within five business days that contains the following information:
- i. Date of Service Reviewed;
 - ii. Type of Service Requested;
 - iii. Name and identification number of the patient;
 - iv. Name of the requesting provider;
 - v. Specific reason for the denial;
 - vi. Description of criteria used in the decision;
 - vii. Date of decertification, if applicable; and
 - viii. Description of appeal rights including right to reconsideration as described in C.3.1.9.2 and description of external appeal rights with the DHCF, Office of Fair Hearing.
- C.3.8.6.2** The Contractor's determination shall be binding for payment purposes, except that adverse determinations may be appealed to the District in accordance with Federal and District law.
- C.3.8.6.3** The Contractor shall provide documents, witnesses, physician consultants, technical expertise, and support as necessary in the preparation and defense of any litigation arising under the Contract that relates to the Contractor's adverse determination.
- C.3.8.6.4** The Contractor shall develop and submit for approval by the COTR within thirty (30) business days of the Contract award a template for the Notice of Adverse Determination. The template for the Notice of Adverse Determination shall be provided in accordance with F.3.

C.3.9 UTILIZATION REVIEW AND QUALITY IMPROVEMENTS SUPPORTING REQUIREMENTS

The Contractor shall provide the following services in support of the successful completion of the utilization reviews and quality improvement activities described in C.3.1 – C.3.8. The Contractor shall at a minimum provide the following:

- a. Individual Determinations
- b. Transplantation Procedures
- c. Residential Treatment Centers
- d. Nursing Facilities Out of State
- e. Equipment, Pharmaceuticals, Procedures, and Technology
- f. Long-Term Care for Children
- g. State Plan Home Health Care/Personal Care
- h. EDP Waiver Quality Management
- i. Develop dental benchmark reports
- j. Update Dental Provider Manual
- k. Implement Chart Audit Program for Dental care
- l. Residential Treatment Centers
- m. Codes
- n. Equipment, Pharmaceuticals, Procedures, and Technology
- o. Fraud and Abuse
- p. Utilization Review Related Activities
- q. Mental Health
- r. Addiction Prevention Recovery Administration
- s. Root Cause Analysis
- t. Administrative Requirements
- u. Individual Determinations
- v. Transplantation Procedures
- w. Residential Treatment Centers
- x. Nursing Facilities Out of State
- y. Equipment, Pharmaceuticals, Procedures, and Technology
- z. Long-Term Care for Children
- aa. State Plan Home Health Care/Personal Care
- bb. EDP Waiver Quality Management
- cc. Develop dental benchmark reports
- dd. Update Dental Provider Manual
- ee. Implement Chart Audit Program for Dental care
- ff. Residential Treatment Centers
- gg. Codes
- hh. Equipment, Pharmaceuticals, Procedures, and Technology
- ii. Fraud and Abuse
- jj. Utilization Review Related Activities
- kk. Mental Health
- ll. Addiction Prevention Recovery Administration
- mm. Root Cause Analysis

nn. Administrative Requirements

C.3.9.1 Staff and Organization

Ensure the Contractor's organizational make-up is sufficient to serve the needs of DHCF.

C.3.9.1.1 Key Staff

The Contractor shall provide the following key staff:

C.3.9.1.1.1 QIO Project Director

The QIO Project Director shall serve as the single point of contact for DHCF and maintain overall responsibility for the successful execution of the required services (C.3). The QIO Project Director shall:

- a. Have the authority to make decisions on behalf of the Contractor.
- b. Be dedicated one hundred percent (100%) of their time to the contract requirements specified Sections C and H of the contract.
- c. not fulfill or serve in any other capacity under this contract.
- d. have a Masters degree in health care administration or a related field and three (3) years Medicaid-specific utilization and quality control experience.

C.3.9.1.1.2 QIO Medical Director

The QIO Medical Director shall be responsible for utilization and quality control activities specified in C.3.

The QIO Medical Director shall not serve to fulfill any other staff position under this contract.

QIO Medical Director shall not serve in any role or capacity including Medical Director for a corporation or other business entity while performing the requirements of the contract.

The QIO shall have a Doctor of Medicine with an unrestricted license to practice in the District of Columbia and three (3) years Medicaid-specific utilization review and quality improvement experience.

C.3.9.1.1.3 QIO Project Manager

The QIO Project Manager shall provide broad cross-cutting support in a variety of areas critical to the successful delivery of the required services.

The QIO Project Manager shall be housed at the Contractor's Washington, DC office. The QIO Project Manager shall have a minimum of a Masters degree in health care administration or a related field, nursing or business administration and three (3) years of Medicaid-specific utilization review and quality improvement experience, or a Bachelors degree and five (5) years of Medicaid-specific utilization review and quality improvement experience.

C.3.9.1.1.4 Quality Improvement Manager

The Quality Improvement Manager shall develop and implement the Contractor's Quality Improvement and Management Plan (C.3.1.2) including the integration of continuous quality improvement initiatives to improve the delivery, quality, or effectiveness of the Contractor's service delivery. The Quality Improvement Manager shall

attend monthly performance meetings with the COTR and provide feedback on the findings of the monitoring activities, opportunities identified for performance improvement, and action steps required to implement initiatives or complete corrective action.

have a minimum of a bachelor's degree and experience in quality assurance, evaluation, and performance measurement in the health care industry with two (2) years Medicaid-specific utilization and quality control experience.

C.3.9.1.1.5 Information Systems Manager

The Information Systems Manager shall design, develop and maintain all computer systems needed to fulfill the requirements of the Contract. The Information Systems Manager shall have a minimum of a Bachelor's degree in information technology and (3) years of Medicaid-specific technology systems related experience.

C.3.9.1.1.6 Data Analysis Manager

The Data Analysis Manager shall oversee and coordinate the production of required reports and deliverables and certifying the accuracy of all information submitted to the District. In addition, the Data Analysis Manager shall play a major role in the Contractor's continuous quality improvement efforts through the production of reports and analysis of data gathered. The Data Analysis Manager shall have a minimum of a bachelor's degree and professional experience in health care data analysis and (3) years.

C.3.9.1.1.7 Physician Consultants

The Physician Consultant shall provide consultation, expert witness services, and knowledge and expertise in service specific areas or specialty areas. The Physician Consultant shall provide the COTR the necessary support regarding individual reviews or other review activities to assist the COTR with individual reviews and other miscellaneous reviews as described in C.3.1.10.2.2. The Physician Consultant shall appear as a witness at fair hearings or administrative law hearings to provide expert witness testimony as required.

C.3.9.1.1.8 Clinical/Medical Consultation

The Contractor shall provide clinical/medical consultation through the Medical Director who will utilize consultant advisors of the same provider type and/or specialty. The purpose is to assist DOM in addressing medical necessity issues, researching new technology, developing medical policies, addressing quality issues, etc. In addition, this includes performing healthcare practitioner reviews forwarded by DOM's Bureau of Program Integrity.

C.3.9.1.1.8.1 The Contractor shall provide clinical/medical consultation for any type of healthcare practitioner able to obtain a provider identification number from DOM. All consults shall be performed by a consultant of the same provider type and/or specialty. Healthcare practitioner types may include, but are not limited to medical doctors, doctors of osteopathy, podiatrists, chiropractors, nurse practitioners, certified registered nurse anesthetists, nurse midwives, dentists, therapists, optometrists, and mental health practitioners.

C.3.9.1.2 OTHER STAFF

The Contractor shall include the following staff as required to successfully perform the required services (C.3):

C.3.9.1.2.1 Physician Peer Review

The Contractor shall utilize licensed, board certified physicians in the appropriate specialty and subspecialty area for the service under review to make approval, denial and reconsideration decisions.

C.3.9.1.2.2 Senior Review Managers

Senior Review Managers shall be registered nurses with a Bachelor's degree and a minimum of five (5) years of medical experience and three (3) years of Medicaid-specific utilization and quality review experience.

C.3.9.1.2.3 Medical Reviewers

The Contractor shall employ registered nurses and physician reviewers who have a minimum of three (3) years of medical experience in the areas under review and one (1) year of utilization review and quality improvement experience to perform

medical review activities. The Medical Reviewers shall be located at the Contractor's Washington, DC office.

C.3.9.1.2.4 Non-Medical Reviewers

Non-medical reviews may be performed by properly trained technicians. Non medical reviews are activities where no clinical judgment is needed to perform the activity.

C.3.9.1.2.5 HIPAA Compliance Officer

The HIPAA Compliance Officer shall be responsible for the development, implementation, and monitoring adherence with HIPAA requirements.

C.3.9.2 Organizational Chart

C.3.9.2.1 The Contractor shall develop and provide an Organizational Chart to show the Contractor's total resources to be used in the performance of the required services. The Contractor's Organizational Chart shall identify at a minimum the following:

- a. Key staff (C.3.9.1.1);
- b. Other staff (C.3.9.1.2);
- c. Cross-cutting functional components/function
- d. Number of Positions/Titles; name of staff occupying each position;
- e. Lines of responsibility and accountability.

C.3.9.2.2 The Contractor shall provide an updated Organizational Chart at a minimum annually.

C.3.9.2.3 Position Descriptions

The Contractor shall develop and provide position descriptions for each of the Contractor's positions appearing on the Contractor's organizational chart (C.3.9.2). The Contractor's position descriptions shall identify or include at a minimum the following:

- a. Minimum education requirements;
- b. Minimum experience required;
- c. Functional responsibilities;
- d. Supervisor;
- e. Required training and development; and
- f. Performance standards;

C.3.10 INFORMATION SYSTEMS

C.3.10.1 Vendor must be able to communicate with DOM's fiscal agent and DSS contractor via Internet using a secure internet transfer site. Additionally, the

vendor shall use a secure server from which e-mails can be retrieved with a user ID and password.

- C.3.10.2** The Contractor must be able to accept and process MMIS information. The fiscal agent will provide a daily update to the Contractor for the Medicaid Beneficiary (Eligibility) file. The service limitation file(s), claims file(s), and provider file(s) will be furnished on weekly basis by the DSS contractor. All files, if applicable, must be in a HIPAA compliant format. A fail-safe plan must be developed for ensuring data is received and submitted to DOM's fiscal agent. Provide a mechanism to retrieve profiles of services reviewed by the contractor. The profiles must be retrievable by beneficiary, physician, or provider and include all services reviewed with the status of each review. The profile must be an overall review of beneficiary, physician, and provider activity with the contractor.
- C.3.10.3** The Contractor shall maintain an Information System for collection, analysis and reporting of information needed to support the requirements in the Contract. The Contractor's Information System shall be provided in accordance with the Standard Data Processing System (SDPS) as described in Chapter 8 of the Quality Improvement Organization Manual (Applicable Document #12).
- C.3.10.4** The Contractor shall have an information system, including all hardware, software, and systems personnel required to complete the activities specified in C.3, produce all required reports specified in C.3.12, develop and maintain all required tracking systems specified in C.3.10, transmit prior authorization records to the DHCF via the District's MMIS by completing the minimum data fields (See Attachment J.14); and complete training on the appropriate use of the District's MMIS, as required.
- C.3.10.5** The Contractor shall establish and test operational on-line capacity with the District's MMIS and work collaboratively with the District's fiscal agent to determine the method of access to the MMIS, the type of compatible hardware needed for access to the MMIS, and establish a schedule to extract required claims data and send prior authorization records to the MMIS. In the event that on-line access to the District's MMIS is not available, the Contractor shall extract the required information from the data provided by the District.
- C.3.10.6** The Contractor shall develop and maintain a system for the purpose of supporting all required review activities, sending prior authorization records, receiving and storing all necessary data, producing all required reports, and developing all required tracking systems. The Contractor shall develop manuals that describe the system developed by the Contractor. The Information System Manual shall be written and organized to be usable by non-systems personnel and shall include sample screens, with examples for how each screen is to be used, a data element dictionary, report templates and descriptions, data entry instructions and procedures, purge criteria, and systems back-up procedures. The Information

System manual requires approval by the COTR within the timeframe specified in Section F.3.

- C.3.10.7** The Contractor shall be responsible for all costs required to fulfill the information systems requirements of the Contract, including costs associated with establishing linkages to the District's MMIS.
- C.3.10.8** The Contractor shall have an enhanced web-interface that is accessible to key DHCf personnel.
- C.3.10.9** The Contractor shall have an enhanced Internet security system that allows for the transmission of information between the Contractor and the District's MMIS and providers. The Contractor shall have a secure website and secure Internet mail capability.
- C.3.10.10** The Contractor shall comply with the District's written policies and procedures regarding data security and integrity and demonstrate its ability to protect the confidentiality of all Medicaid records and other materials maintained in accordance with the Contract.
- C.3.10.11** The Contractor shall provide the District with secure on-line access to tracking systems, reports, and other information produced in the performance of the contract.
- C.3.10.12** The Contractor shall have a disaster recovery plan.
- C.3.10.13** The Contractor shall have the ability to scan hard copy documents received during the review process into an imaging system that shall allow for timely retrieval of documentation upon receipt of request from the COTR.
- C.3.10.14 Tracking Systems**
- The Contractor shall develop and maintain tracking systems for the purpose of documenting all review elements for each review activity described in C.3.11.14. The tracking systems shall require approval by the COTR and submitted in accordance with F.3.
- i. The Contractor shall establish access to each tracking system for at least three (3) District staff persons via a secure internet connection;
 - ii. The Contractor shall develop each tracking system specified in the District's standard Oracle database software;
 - iii. The Contractor shall update each tracking system on a daily basis. The data contained in each tracking system shall be current within 24 hours from the last business day of operation;

- iv. The Contractor shall produce reports as specified in C.3.13, and conduct ad-hoc queries as needed from the data collected in the tracking system;
- v. The Contractor shall develop procedures to maintain compliance with Federal and District regulations to secure the privacy, integrity, and the confidentiality of data; and
- vi. The Contractor shall develop procedures for the electronic submission of data of the Contractor's tracking systems to the District's MMIS.

C.3.10.14.1 Prior Authorization Review (PAR) Tracking System

The Contractor shall develop a Prior Authorization Review (PAR) tracking system that shall include, but not be limited to, the following information for each prior authorization, pre-admission, admission, and continued stay review request:

- ii. Date the request for prior authorization/preadmission was received from the provider for elective admissions to acute care hospitals in the District or Bordering County or from the COTR for outpatient medical and surgical procedures;
- iii. Name of provider submitting request;
- iv. Name of Medicaid recipient;
- v. Whether all the required information was provided, if not;
 - 1. A description of required information that was missing; and
 - 2. A description of each attempt made to obtain the additional information, including the date, time and type of attempt; and
 - 3. The date of receipt of additional information, if received.
- vi. Date the determination was made;
- vii. Description of determination decision and approved length of stay; and
- viii. Date the determination was issued.

C.3.10.14.2 Retrospective Review Tracking System

The Contractor shall develop a Retrospective Review tracking system that shall include, but not be limited to, the following information for each retrospective review performed by the Contractor:

- a. Date of MMIS Query;
- b. Reason for review (i.e., DRG sample, transfer to an acute care hospital, cost outlier);
- c. Claim number subject to review;
- d. Name of Facility subject to review;
- e. Name of attending physician;
- f. Date of request for medical records;

- g. Date of receipt of medical records;
- h. Whether all the required information was provided, if not:
 - i. A description of required information that was missing;
 - ii. A description of each attempt made to obtain the additional information, including the date, time and type of attempt; and
 - iii. The date of receipt of additional information, if received.
- i. Description of DRG validation outcome, if applicable;
- j. Date of notification to facility if negative DRG outcome; and
- k. Date of receipt of additional information.
- l. Date of initial determination;
- m. Description of initial determination decision;
- n. Date of notification of attending physician and facility if initial determination is a denial related to Medical Necessity; and
- o. Date of receipt of additional information.
- p. Date of final determination;
- q. Description of final determination; and
- r. Date the notice of final determination was issued.

C.3.10.14.3 Long Term Care Tracking System

The Contractor shall develop a tracking system that shall include but not be limited to, the following information for District Medicaid recipients applying for placement in a nursing facility, and review activities once placement is made:

- a. Date of receipt of request for level of care determination;
- b. Name of provider submitting application for level of care determination;
- c. Name of recipient for whom the level of care determination is requested;
- d. Whether all the required information was provided;
 - i. If not, a description of required information that was missing;
 - ii. A description of each attempt made to obtain the additional information, including the date, time and type of attempt; and
 - iii. The date of receipt of additional information, if received.
- e. Date the level of care determination was made;
- f. Description of level of care determination decision;
- g. Date the level of care determination was issued;
- h. Date of receipt of notice of nursing facility placement;
- i. Name of nursing facility;
- j. Date of initial medical eligibility review;
 - i. Presence of Level I screening;
- k. Presence of a current physician certification/recertification;
- l. If missing, date of notice of non-compliance.
- m. Date of Review determination;
- n. Begin pay date; and

o.If applicable, date of notification of adverse determination.

C.3.11 ADMINISTRATIVE REQUIREMENTS

C.3.11.1 MEETINGS WITH DHCF

C.3.11.1.1 Within ten (10) days after the contract award, the Contractor shall attend meetings with the COTR for the purpose of coordinating implementation activities.

C.3.11.1.2 At least monthly, the Contractor shall attend meetings with the COTR to report project progress.

C.3.11.1.3 Upon request by the COTR, the Contractor's Quality Assurance Manager shall attend quality improvement and other meetings related to the scope of work of the Contract and upon request by the COTR shall prepare presentation materials related to the Contractor's scope of work and project status.

C.3.11.1.4 The Contractor shall at least monthly attend and facilitate meetings of the Utilization Review Committee(s).

C.3.11.1.5 The Contractor shall meet at least monthly with the DHCF, Office of Quality Assurance to provide feedback, discussion of emergent issues, and identification of opportunities for improvement efforts.

C.3.12 REPORTING REQUIREMENTS

C.3.12.1 REPORT FORMAT

The Contractor shall submit a template for each report specified in C.12 to the COTR for review and approval within the timeframe specified in Section F.3, Reports may not disclose the identity of any patient.

C.3.12.2 UTILIZATION REVIEWS REPORTS

C.3.12.2.1 Prior Authorization Detail Report

On a monthly basis, the Contractor shall report the number of prior authorization requests and the number and rate of approval and denials by type of service and provider.

C.3.12.2.2 Continued Stay Review Detail Report

On a monthly basis, the Contractor shall report the number of continued stay reviews in acute care hospitals by provider and the medical appropriateness of the level of care according to the patient condition.

C.3.12.2.3 Retrospective Review Detail Report

On a monthly basis, the Contractor shall report the number of each type of retrospective review, the sample sizes for specific review activities, the number of DRG changes, and number of denials based on Medical Necessity by provider.

C.3.12.2.4 Reconsiderations Detail Report

On a monthly basis, the Contractor shall submit a listing of reconsideration requests received year-to-date and specify the number of business days lapsed from date of initiation to completion for each level of reconsideration, the outcome of the reconsideration, and reason(s) why the original determination was reconsidered, if applicable.

C.3.12.2.5 Reconsiderations Summary Report

On a monthly basis, the Contractor shall report the number of reconsideration requests received year-to-date by provider, the average number of business days from initiation to completion of each level of reconsideration, and the total number and percentage of determinations reversed upon reconsideration.

C.3.12.2.6 Fraud, Waste and Abuse Surveillance Activities Report

On a monthly basis, the Contractor shall also submit a monthly report of all attempts made to proactively discover and report suspected events of fraud.

C.3.12.2.7 Quality of Care Concerns Report

On a daily basis, the Contractor shall report all quality of care concerns, including any determination that services may have a detrimental consequence to the health of a recipient, to the Medicaid Fraud Control Unit (MFCU) immediately upon identification by telephone and in writing no longer than twenty-four (24) hours after identification. A copy of each referral to the MFCU shall be sent to the DHCF, Office of Quality Assurance.

C.3.12.2.8 Level of Care Detail Report

On a monthly basis, the Contractor shall submit detailed information for each Level of Care authorization to the DHCF, Office on Disabilities and Aging.

C.3.12.2.9 Medical Eligibility Report

On a monthly basis, the Contractor shall submit detailed information for each Medical Eligibility authorization to the DHCF, Office on Disabilities and Aging.

C.3.12.2.10 Suspected Cases of Fraud, Waste and Abuse Report

On a daily basis, the Contractor shall report all instances of possible fraud, waste and abuse and any knowledge of questionable Medicaid eligibility to the DHCF, Office of Program Integrity in writing, within twenty-four (24) hours of identification. The Contractor shall include specific background information, the name of the provider, and a brief description as to how the Contractor became knowledgeable about the occurrence.

On a monthly basis, the Contractor shall also submit a monthly report of all attempts made to proactively discover and report suspected events of fraud.

C.3.12.2.11 Third-party Liability Report

On a daily basis, the Contractor shall report any information regarding potential third-party liability (TPL) to the DHCF, Office of Program Integrity in writing, within twenty-four (24) hours of identification.

C.3.12.2.12 Review of Deaths Report

C.3.12.2.12.1 The Contractor shall review the deaths of a District Medicaid Recipient residing in a nursing facility in the District of Columbia within thirty (30) business days from the receipt of notification of the death for the purpose of identifying adverse quality problems.

C.3.12.2.12.2 The Contractor shall develop a case summary on each death reviewed that shall identify the cause of death, any potential quality problems and recommended actions and submit the findings in a Review of Deaths Report as described in C.3.12.2.3.

C.3.12.2.12.3 The Contractor shall submit a case summary in accordance with C.3.12.2.5 within thirty (30) business days of request.

C.3.12.2.13 Special Cases Report

The Contractor shall submit a written report of findings to the COTR within forty-eight (48) hours of review of special cases.

C.3.12.2.14 Miscellaneous Reviews Report

The Contractor shall submit a written physician consult opinion to the COTR regarding coverage and payment within five (5) business days of review.

C.3.12.2.15 Budget Report

On a monthly basis, the Contractor shall provide six (6) copies of a budget report, to the DHCF which details the number and types of activities completed by the Contractor in the previous month, workload reports as approved by the DHCF, an account of any events which require volume or time requirements with the volume and time information as approved by the COTR.

C.3.12.2.16 Denied Diagnosis Report

On a monthly basis, the Contractor shall report the number of requests for authorization by diagnosis code denied each month.

C.3.12.2.17 Hospital Review Activity Report

On a monthly basis, the Contractor shall submit a report that details the number of prospective, concurrent, and retrospective review requests received during the preceding month, the number of modifications of physician requests for prior authorization, the number and rate of approvals and denials, the number and percentage of each type of review completed within the required timeframe, and the number and percentage of each type of review that was not completed within the required timeframe, by provider.

C.3.12.2.18 Nursing Facility Begin Pay Date Report

On a weekly basis, the Contractor shall report the begin pay date for nursing facility admissions reviewed to the District's MMIS.

C.3.12.2.19 Nursing Facility Activity Report

On a monthly basis, the Contractor shall submit a report that details the number of requests for level of care determinations received during the preceding month, the number of medical eligibility reviews completed by type, the number of Continued Stay Reviews, the number of PASARR evaluations, the number and rate of approvals and denials, the number and percentage of approval and denial determinations completed within the required timeframe and the number and percentage of each that was not completed in the required timeframe, by provider.

C.3.12.3 QUALITY IMPROVEMENT REPORTS

The Contractor shall provide the following reports in connection with the delivery of quality improvement as discussed in C.3.12.

C.3.12.3.1 Hospital Profiles Report

On a quarterly basis, the Contractor shall record all data from review activities on individual hospital worksheets which will be used to produce a profile on each hospital's utilization pattern and develop individual hospital profiles for hospitals located in the District of Columbia. Hospital Profiles shall be submitted to the Utilization Review Committee, Hospital Administration and DHCF, Office of Program Integrity. Each Hospital Profile shall include:

- i. Business days which the hospitals acute care criteria failed the as non-acute days and the reason;
- ii. Admissions not deemed medically necessary as a percentage of total admissions reviewed;
- iii. Number of DRG changes by DRG for the individual hospital and percentage of the total number of DRG Changes for all District of Columbia hospitals, as applicable;
- iv. Number of admissions reviewed, approved, and denied for the individual hospital relative to hospitals in the same peer group; and
- v. Number and percentage of cases reconsidered.

C.3.12.3.2 Nursing Facility Profiles Report

The Contractor shall record all data from review activities on individual nursing facility worksheets which will be used to produce a profile on each nursing facility's utilization pattern and develop individual nursing facility profiles ensuring facilities located in the District of Columbia. Nursing facility profiles shall be submitted to the COTR.

C.3.12.3.3 Individual Provider Profiles

On a quarterly basis, if sufficient pertinent information is gathered on the admitting physician, the Contractor shall develop and disseminate individual Provider Profiles to the Utilization Review Committee, Hospital Administration and the DHCF, Office of Program Integrity. Individual Provider Profiles shall include the same elements included in the Hospital Profile.

C.3.12.3.4 Internal Quality Management Report

On a monthly basis, the Contractor shall submit a quality control report to the DHCF, Office of Quality Assurance that shall identify any activities or events which fail to meet contractual obligations (including timeliness and product or service requirements), a full account of steps to be taken to rectify the contractual non-compliance and prevent recurrence, and recommendations to improve operations.

C.3.12.3.5 Quarterly Summary of Operations and Quality Management Report

On a quarterly basis, the Contractor shall submit a written Summary of Operations and Quality Management Report to the COTR. This report shall include the following information:

- i. Executive Summary;
- ii. Accomplishments;
- iii. Significant organizational/staffing changes;
- iv. Trends and patterns in services, consumers, and operations;
- v. Analysis of review activities highlighting patterns of denial, areas of concern and unusual trends;
- vi. Summary of review activities and outcomes (approval, denial and reconsideration rates);
- vii. Provider utilization and review profiles;
- viii. Technical problems requiring assistance from the COTR;
- ix. Implications for long term care policy improvement at a District level;
- x. Summary of complaints against the Contractor and actions taken to address them;
- xi. Specific recommendations, including but not limited to:
 1. Improvements to streamline review procedures;
 2. Modifications to review requirements such as add/delete services subject to review;
 3. Improvements for review instruments or criteria;
 4. Improvements in the quality of care provided to Medicaid recipients; and
 5. Reduction or elimination of fraud

C.3.12.3.6 Annual Summary of Operations and Recommendations for Quality Improvement

On an annual basis, the Contractor shall submit to the COTR an Annual Summary of Operations and Recommendations for Quality Improvement that shall include all required elements of the Quarterly Summary of Operations and Quality Management Report as described in C.3.13.3.5 above and:

- i. Include an impact and cost analysis of utilization and quality control activities; and
- ii. Provide an update on the status of recommended improvements.

C.3.12.3.7 Electronic Copy of Proposal for Freedom of Information Act Requests

The Contractor shall provide an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals,

subject to applicable FOIA exemption under Section 2-534(a)(1). The Contractor's electronic copy of its proposal shall be provided in accordance with F.3.

C.3.13 PERFORMANCE MEASURES

The Contractor shall meet the performance measures described below for the required services.

Performance Measures	Section Reference	Performance Frequency
Complete 98% of prior authorization reviews for Acute Care Hospitals- In State within five (5) days of receipt a completed request	C.3.2	Monthly
Complete 98% of pre-admission reviews required for Specialty Hospitals and Psychiatric Hospitals within five (5) days of receipt of a completed request	C.3.3	Monthly
Complete 98% of emergency admission reviews for all Acute Care Hospitals – In State within twenty-four (24) hours of admission	C.3.4	Monthly
Complete 98% of Continued Stay Reviews for Acute Care Hospitals – In-State, Medlink, Hadley, National Rehab Hospital, Hospital for Sick Children, Psychiatric Institute of Washington, Riverside Psychiatric, and St. Elizabeth's within twenty-four (24) hours or one (1) business day of the last certified day.	C.3.5	Monthly
Complete 95% of retrospective reviews for Acute Care Hospitals – In- State within fourteen (14) business days from the receipt of required information	C.3.6	Monthly
Complete 95% of retrospective reviews for Acute Care Hospitals – Out of State within fourteen (14) business days from the receipt of required information	C.3.6	Monthly
Complete 98% of level of care determinations within three (3) business days of the date of the request	C.3.7	Monthly
Complete 95% of medical eligibility reviews within 30 days of admission to a nursing facility.	C.3.7	Monthly
Complete 95% of medical eligibility reviews for recipients seeking readmission to a nursing	C.3.7	Monthly

Performance Measures	Section Reference	Performance Frequency
facility prior to the expiration of the reserved bed hold of 18 days.		
Complete 95% of Continued Stay Review 90 days after admission to a nursing facility and every 90 days thereafter.	C.3.7	Monthly
Complete 98% of PASARR evaluations within seven (7) days for all admission and re-admission to a nursing facility.	C.3.7	Monthly
Complete 98% of annual PASARR reviews for all nursing facility residents every 4th quarter after the previous preadmission screen or annual resident review.	C.3.7	Monthly
Perform Individual reviews for selected medical and surgical procedures.	C.3.8	Monthly
Perform on-site review at a residential treatment center.	C.3.8.2	Monthly
Perform on-site review at an out of state nursing facility.	C.3.8.3	Monthly
Review new CPT, HCPCS, ICD-9CM and DSM-IV codes.	C.3.8.4	Monthly
Review requests for new equipment, pharmaceuticals, procedures, and technologies	C.3.8.5	Monthly

C.3.14 QUALITY IMPROVEMENT AND MANAGEMENT PLAN (QMP)

The Contractor shall develop and implement an internal quality improvement and management plan (QMP) that utilizes principles of continuous quality improvement. The Contractor shall submit the QMP to COTR for review and approval within forty-five (45) days of contract award and implement the QMP within forty-five (45) days of receipt of written approval from the COTR. The QMP must be updated every 6-months.

C.3.14.1 At a minimum, the QMP shall address the following:

- i. Required training for all new employees;
- ii. Routine monitoring and evaluation of the ability of the Contractor's staff to provide an approval or denial of all required reviews within the timeframes established in the Contract;
- iii. Routine monitoring and evaluation of the ability of the Contractor's staff to issue required notices within the timeframes established in the Contract;

- iv. Routine monitoring and evaluation of certification decisions by the reviewer to assure that certification decisions are reliable, valid, clinically sound, and in conformance with local and
- v. Federal guidelines, rules and regulations, and approved policies and procedures;
- vi. Periodic evaluation of the consistency of review determinations across coordinators;
- vii. Periodic review of policies and procedures for accuracy, completeness, and appropriateness;
- viii. Periodic assessments of staff training needs and knowledge of review requirements, purpose of reviews, medical criteria and quality criteria. Continuous staff training shall be conducted as appropriate. Re-training shall be required for any Senior Reviewer or Reviewer who is not in compliance with the review requirements established in the Contract;
- ix. Routine review of the Contractor's technical capacity to maintain and report all required information;
- x. Description of Quality Assurance Procedures to be utilized in conducting utilization reviews;
- xi. Routine review and evaluation of compliance with HIPAA requirements for the storage and protection of personal health information; and
- xii. The development and implementation of corrective action plans as needed. Corrective action plans shall be submitted to the COTR.

**SECTION D
PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.2).

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**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 INSPECTION OF WORK PERFORMED

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.2.

E.1.1 RIGHT TO ENTER PREMISES

The Department of Health Care Finance (DHCF) or any authorized representative of the District of Columbia, the U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

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SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from the date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract extension.

F.2.4 The total duration of the Contract, including all options under this clause, shall not exceed five (5) years.

F.3 PERFORMANCE MEASURES

Contractor shall perform the required services and tasks and develop and submit one (1) electronic copy reports as outlined in C.3.12 to the COTR identified in accordance with the performance frequency identified in the Performance Measures, as described in C.3.13. The Contractor shall provide hard copies of any report upon request of the COTR.

F.5 FIRST SOURCE INSTRUCTION

Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a performance measure. If the report is not submitted as part of the performance measures, final payment to the Contractor will not be paid.

F.6 NOTICE OF DISAPPROVAL

- F.6.1** The COTR shall provide written notice of disapproval of a performance measure to the Contractor within fourteen (14) days of submission if it is disapproved.
- F.6.2** The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.7 RESUBMISSION WITH CORRECTIONS

Within fourteen (14) business days after receipt of a notice of disapproval, the Contractor shall make the revise actions and resubmit in writing the revisions.

F.8 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION

Within thirty (30) business days following resubmission of any disapproved performance measure, the COTR shall give written notice to the Contractor of the DHCF approval, conditional approval or disapproval.

F.9 DHCF FAILS TO RESPOND

In the event that the COTR fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the COTR in writing that it intends to delay subsequent work until the COTR responds in writing to the resubmission.

- F.9.1** All tools proposed to be used by Contractor shall be submitted to the COTR within 30 days of the contract award.

SECTION G CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the sub mission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis electronically to the Accounts Payable recipient, Garland Singletary at Garland.Singletary@dc.gov and to the Contracting Officers Technical Representative (COTR) at dhcf.invoices@dc.gov. The Contractor shall ensure the purchase order number appears in the subject line of the e-mail.
- G.2.2** The Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);
- G.2.2.2** Contract number, page one (1) block number two (2) and purchase number, page one block six (6) and block number twenty-one (21) of the Solicitation Cover Sheet;
- G.2.2.3** Description, price, quantity and the date (2) that the supplies/services were actually delivered and/or performed (Each deliverable submitted during the invoice period shall be specified);
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent; refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:
- G.2.2.6** Name, title, mailing address and phone number of the person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement (Attachment J.6) requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement (Attachment J.6) requirements.

G.4 PAYMENT

G.4.1 The District will pay the Contractor monthly the unit prices as described in Section B.3, Price Schedule for Prior Authorization (PA) Reviews, Pre-Admission Reviews, Emergency Admission Reviews, Continued Stay Reviews, Retrospective Reviews, Long Term Care Reviews, and Miscellaneous and Other Reviews as described in C.3.2-C.3.8 satisfactorily completed and accepted by the District.

G.4.2 RECOUPMENT

G.4.2.1 Contractor shall be responsible for the reimbursement of its fee for any claims that must be paid back to Medicaid as a result of Contractor's negligence in the performance of its services under the Contract. Contractor is liable to the District for no other sanction on account of claims or claim payments that are subject to recoupment.

G.4.2.2 The District shall notify Contractor immediately in the event that any audit is conducted or contemplated by any entity, and shall afford Contractor the opportunity to attend and participate in related discussions.

G.4.3 ELECTRONIC PAYMENTS

G.4.3.1 The District reserves the option to make payments to Contractor by wire, NACHA, or electronic transfer and will provide Contractor at least thirty (30) days notice prior to the effective date of any such change.

G.4.3.2 Where payments are made by electronic funds transfer, the District will not be liable for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by Contractor.

G.4.4 RIGHT TO WITHHOLD PAYMENT

G.4.4.1 The District reserves the right to withhold or recoup funds from Contractor in addition to any other remedies allowed under the Contract or any policies and procedures.

G.4.4.2 Payment will be withheld for Contractor late submissions of deliverables where such lateness is caused by circumstances within the reasonable control of the Contractor. Contractor shall receive payment when each deliverable is completed and approved by DHCF. If the deliverable has not been completed and submitted to DHCF by the deliverable due date and/or it is submitted, but DHCF does not approve the submission, DHCF may withhold payment until the deliverable has been inspected and accepted by DHCF.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No

interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity;
or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 PAYMENTS TO SUBCONTRACTORS

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity;
or
- c. the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 SUBCONTRACT REQUIREMENTS

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

G.7.1.1 Contracts will be entered into and signed on behalf of the District only by contracting officers. The address and telephone number of the Contracting Officer for this contract is:

Courtney Lattimore
Contracts Compliance Officer
Department of Health Care Finance
441 4th Street N. W. South
Washington, D.C. 20003
202 442-9106 (voice)
202 834-6316 (cell)
courtney.lattimore@dc.gov

G.8 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.

G.8.3 In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as maybe specified in the contract. These include:

G.9.1.1 Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising

the CO of any potential problem areas under the contract;

- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2** The Contracting Officer Technical Representative is:
- Frances A. Kanach, Ph.D.
Program Manager
Division of Clinician, Pharmacy and Acute Provider Services
899 North Capitol Street, N.E.
Washington, D.C. 20002
Phone : (202) 724-8936
e-mal frances.kanach@dc.gov
- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
- G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
- G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
- G.9.3.4** Change the period of performance; or
- G.9.3.5** Authorize the furnishing of District property, except as specified under the contract.
- G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 CORRECTIVE ACTION

G.10.1 In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.4, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

G.11 ORDERING CLAUSE

G.11.1 Any supplies and services to be furnished under the contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.

G.11.2 All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.

G.11.3 If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 (Attachment J.6) and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No. 11, dated June 13, 2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.4 of this contract. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”) (Attachment J.6).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.6) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement (Attachment J.6) shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;

- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - 1. Name;
 - 2. Social Security number;
 - 3. Job title;
 - 4. Hire date;
 - 5. Residence; and
 - 6. Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - 1. Material supporting a good faith effort to comply;
 - 2. Referrals provided by DOES and other referral sources;
 - 3. Advertisement of job openings listed with DOES and other referral sources; and
 - 4. Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or

- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor’s final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in Section H.8.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006, (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) “Living Wage Act of 2006” for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

- H.8.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage described in Attachment J.7.
- H.8.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The Department of Employment Services may adjust the living wage annually.
- H.8.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.8 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.7 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- a. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - b. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - c. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - d. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - e. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - f. An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per

week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- g. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District; and
- h. Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.8.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H. 9 MANDATORY SUBCONTRACTING REQUIREMENTS

H.9.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to businesses certified as certified small business enterprises by the District's Department of Small Local Business Development; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of the preceding paragraph, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

H.10 SUBCONTRACTING PLAN

For the base year of the Contract, Contractor shall prepare a subcontracting plan as a prime contractor and shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

H.10.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.10.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.10.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.11 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- H.11.1** The dollar amount of the contract or procurement;
- H.11.2** A brief description of the goods procured or the services contracted for;

- H.11.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- H.11.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.11.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.11.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section H.9; and
- H.11.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section H.9.

H.12 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.12.1** If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions (Attachment J.3).
- H.12.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H. 12.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.13 DISTRICT RESPONSIBILITIES

The District, through the COTR, will provide the following:

- H.13.1** Orientation for the Contractor relative to the terms of the contract and program mandates.
- H.13.2** Continuous monitoring of the contract's requirements and evaluation of the Contractor's performance in accordance with the performance measures described in Section C.3.14.

- H.13.3** Prepare and provide responses to the contract deliverables
- H.13.4** Access to the District’s Medicaid Management Information System (MMIS) access to enables the Contractor to review provider and recipient eligibility and length of care information, conduct research and analytical work, such as trend and pattern analyses required by the Contract. In the event that on-line access is not available, the COTR will provide the information in an alternative format such as tapes that will contain claims history.
- H.13.5** Training on the District’s MMIS system.
- H.13.6** Updates of Medicaid policy changes on a timely basis.
- H.13.7** The names, addresses and provider numbers of Medicaid providers the DHCF has determined review and notification is required.
- H.13.8** Process all requests for administrative hearings and fair hearings.
- H.13.9** Maintain adequate liaison and cooperation with the Contractor, including providing timely management decisions and approvals of forms and procedures to enable the Contractor to properly perform the requirements of the contract.
- H.13.10** Attend required meetings with the Contractor to discuss issues, changes, deliverables’ status, and specific agenda items proposed by the District or the Contractor. The Contractor shall chair the meetings, however, the COTR shall retain the option to chair the meetings, as necessary.
- H.13.11** **READINESS ASSESSMENT**
- The COTR will conduct a readiness assessment of the Contractor to ensure that the Contractor has all processes in place to meet the scope of work outlined in the Contract. The Contractor shall demonstrate evidence of readiness relative to each requirement and function in the scope of work prior to undertaking any of the services or functions of the Contract. Readiness assessments will begin immediately after the Contract is executed during the Start-up Period and prior to the start of services.
- H.13.11.1** The readiness assessment will include site visits and review of documentation and deliverables that are required pursuant to Sections C.3, as applicable.
- H.13.11.2** **Corrective Action Plan**
- If the COTR determines that the Contractor has not met the criteria for readiness, the Contractor will be notified and required to develop a corrective action plan acceptable to the COTR. Following the implementation of the corrective action

plan, the COTR has the right to conduct a site visit to the Contractor's office to verify implementation of the corrective actions. The COTR will approve the Contractor to begin providing services specified in Sections C.3 applicable, once the COTR verifies that the corrective action plan has been implemented satisfactorily.

H.13.12 OVERSIGHT DISTRICT CONTRACTORS

The District will oversee other contracted vendors to ensure they meet their obligations with the Contractor.

H.13.13 REVIEW AND APPROVAL OF SUBCONTRACT(S)

H.13.13.1 The Contracting Officer will notify the Contractor, in writing, of its approval or disapproval of a proposed model subcontract for service providers within fifteen (15) business days of receipt of the proposed subcontract and supporting documentation required by the District. The District will specify the reasons for any disapproval, which shall be based upon review of the provisions of this Contract, the Contractor's proposal, and District or federal law or regulations.

H.13.13.2 A proposed subcontract may be awarded by the Contractor if CO fails to notify the Contractor within the fifteen (15) business day time limit.

H.13.13.3 The District may utilize any remedy which it deems appropriate if a Contractor executes a subcontract for services furnished under this Contract that is materially different from the model subcontract approved by the District.

H.13.13.4 The District may require the Contractor to furnish additional information relating to the ownership of the subcontractor, the subcontractor's ability to carry out the proposed obligations under the subcontract, and the procedures to be followed by the Contractor to monitor the execution of the subcontract.

H.13.13.5 The District may terminate its relationship with the Contractor if the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract.

H.20 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall have a written program which outlines the program structure and accountability and includes at a minimum:

- a. Procedures and process for clinical/medical consultations through the Medical Director and consultant advisors of the same provider type and/or specialty or as directed by DOM.

- b. Mechanism for providing a broad range of clinical expertise in all provider types/specialty areas. Procedure for providing DOM with consultant review summary within 20 workdays of receipt of the case.

H.20.1 STAFFING

H.20.1.1 The Contractor shall provide sufficient staff devoted to the readiness review process. The Contractor shall ensure that its staff responds to the COTR requests for documents and information. The Contractor's staff shall respond to the COTR's questions and requests in a timely and efficient manner.

H.20.2 FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS

H.20.2.1 Cooperation with the District

H.20.2.1.1 The Contractor is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care and the Medicaid program.

H.20.2.1.2 The Contractor shall cooperate and assist the District of Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.

H.20.2.1.3 The Contractor shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to DHCF or its authorized agent(s), CMS, the U.S. Department of Health and Human Services, FBI and the District's Medicaid Fraud Control Unit. All copies of records shall be provided free of charge.

H.20.2.1.4 The Contractor shall be responsible for promptly reporting suspected fraud, abuse, or violation of the terms of the Contract to the DHCF, Office of Program Integrity and the Contracting Officer, taking prompt corrective actions consistent with the terms of any subcontract, and cooperating with District investigations.

H.20.2.1.5 The Contractor shall allow the District of Columbia Medicaid Fraud Control Unit or its representatives to conduct private interviews of Contractor's employees, subcontractors, and their employees, witnesses, and patients. The Contractor shall honor requests for information in the form and the language specified.

H.20.2.1.6 The Contractor's shall ensure that its employees and its subcontractors and their employees shall cooperate fully and be available in person for interviews, consultation grand jury proceedings, pre-trial conference, hearings, trial and in any other process.

H.15 PUBLICITY CLAUSE

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration of termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.26 FINANCIAL REQUIREMENTS

The Contractor shall ensure through its contracts, subcontracts and in any other appropriate manner that the District is not held liable for Contractor's debts in the event of the Contractor's insolvency.

H.29 SOLVENCY AND FINANCIAL RESERVES

The Contractor shall maintain a positive financial net worth, and insolvency reserves or deposits that provide a sound financial foundation for the Contractor to perform the operations and services required under the Contract.

H.30 FIDUCIARY RELATIONSHIP

H.30.1 Any director, officer, employee, or partner of a Contractor who receives, collects, disburses, or invests funds in connection with the activities of such Contractor shall be responsible for such funds in a fiduciary relationship to the Contractor.

H.30.2 The Contractor shall maintain in force and provide evidence of a fidelity bond in an amount of not less than one hundred thousand dollars (\$100,000) per person for each officer and employee who has a fiduciary responsibility or duty to the organization.

H.20.7 MANAGEMENT INFORMATION SYSTEM

H.20.7.1 Confidentiality of Records

H.20.7.1.1 The Contractor shall treat all records as confidential and must use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

H.20.7.1.2 The Contractor shall require its staff to sign a confidentiality statement. The Contractor will be liable for any fines, financial penalties, or damages imposed on the District as a result of the Contractor's systems, staff, subcontractors or other agents causing a breach of confidentiality.

H.20.7.1.3 A breach of confidentiality is a breach of the Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

H.20.7.2 Use of Information and Data

H.20.7.2.1 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

H.20.8 SECURITY REQUIREMENTS

H.20.8.1 The Contractor's employees shall not bring into the facility any form of weapons or contraband; shall be subject to search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and shall be subject to all other rules and regulations of the facility and DOH. The Contractor shall be provided a copy of all applicable rules and regulations of the facility to the employees. The Contractor shall ascertain that each employee is issued a copy of said rules and signs a statement acknowledging the receipt of said rules. The Contractor shall maintain the acknowledgement of receipt in the individual employee's personnel folder.

H.20.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract, Section C.3.9.1.1 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel. Please insert the names of the key personnel below:

QIO Project Director _____

QIO Medical Director _____

QIO Project Manager _____

Quality Improvement Manager _____

H.20.10 OTHER CONTRACTORS

H.20.10.1 The Contractor shall not commit or permit any act, which will interfere with the performance of work by another District Contractor or by any District employee.

H.19.1.2 If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities, which the Contracting Officer deems necessary during the term of the contract.

H.20.11 AUDITS AND RECORDS

H.20.11.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.20.11.2 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

H.20.11.3 RESERVED

H.20.11.4 Comptroller General

H.20.11.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.20.11.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.20.11.5 Reports

If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

H.20.11.6 Availability

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.20.11.1 through H.20.11.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.20.11.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.20.11.8, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and- materials, labor hour, or price-redeterminable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.20.11.6 of this clause.

H.15 PROHIBITING AFFILIATIONS WITH INDIVIDUALS DEBARRED BY FEDERAL AGENCIES

H.26 In accordance with the Social Security Act (Section 1932(d) (1), as amended by the Balanced Budget Act of 1997) (Applicable Document # 6) or Executive Order, the Contractor may not knowingly have a director, officer, partner, or person, who has been debarred or suspended by the federal government, with more than 5% equity, or have an employment, consulting, or other contract with such a person for the provision of items and services that are significant and material to the entity's contractual obligation with the District.

H.15.2 The Contractor shall notify COTR within three (3) days of the time it receives notice that action is being taken against Contractor, any person defined under the provisions of section 1128(a) or (b) of the Social Security Act (42 USC 1320 a-7) or any subcontractor which could result in exclusion, debarment, or suspension of

the Contractor or a subcontractor from the Medicaid program, or any program listed in Executive Order 12549.

H.26 FINANCIAL REQUIREMENTS

The Contractor shall ensure through its contracts, subcontracts and in any other appropriate manner that the District is not held liable for Contractor's debts in the event of the Contractor's insolvency.

H.26 Solvency and Financial Reserves

The Contractor shall maintain a positive financial net worth, and insolvency reserves or deposits that provide a sound financial foundation for the Contractor to perform the operations and services required under this Contract.

H.26.2 Financial Statements

H.26.2.1 The Contractor shall submit financial statements audited by an independent certified public accountant to the District on January 1st of each year.

H.26.2.2 The Contractor shall permit, and shall assist the federal government, its agents or the District in the inspection and audit of any financial records of the Contractor or its subcontractors, upon the District's written request. The records of the Contractor and its subcontractors shall be available for inspection and audit by the District.

H.26.2.3 The Contractor shall retain annual audit reports and records for at least five (5) years.

H.26.2.4 If any litigation, claim, negotiation, audit, or other action involving the records described in this section is initiated before the expiration of the five (5) year period, the records shall be retained until completion of the action and final resolution of all issues that arise from the litigation, claim, negotiation, audit, or other action, including any appeal and the expiration of any right of appeal, or until the end of the five (5) year period, whichever is later.

H.29 FIDUCIARY RELATIONSHIP

H.29.1 Any director, officer, employee, or partner of a Contractor who receives, collects, disburses, or invests funds in connection with the activities of such Contractor shall be responsible for such funds in a fiduciary relationship to the Contractor.

H.29.2 The Contractor shall maintain in force and provide evidence annually each January 1st of an active fidelity bond in an amount of not less than one hundred thousand dollars (\$100,000) per person for each officer and employee who has a

fiduciary responsibility or duty to the organization. In addition, the Contractor shall provide evidence of an active fiduciary bond for each newly hired officer or employee who has a fiduciary responsibility within ten (10) business days of their hire.

H.30 CONFLICT OF INTEREST – DISTRICT AND FEDERAL EMPLOYEES

H.30.1 No official or employee of the District of Columbia or the Federal government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, DC Law 6-85 and Chapter 18 of the DC Personnel Regulations).

H.19 CONFLICTS OF INTEREST - CONTRACTOR

H.19.1 The District intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. The District reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the District's review and prior approval.

H.19.1.1 Conflicts of interest include, but are not limited to:

- a. An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
- b. An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

H.19.1.2 If the District's is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) business days from the date of notification of the conflict by the District to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the District resolved to the satisfaction of the District will be grounds for terminating the Contract. The District may, at its

discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

- H.19.1.3** The Contractor shall submit a “Conflict of Interest Disclosure Statement” (Disclosure Statement) (Attachment J.21), in accordance with the following schedule:
- a. An update January 1st of each calendar year thereafter;
 - b. The originals completed by new Contractor staff within ten (10) business days of their hire; and
 - c. An update completed by Contractor’s staff who experience a change in holdings that may create a real or apparent conflict of interest within ten (10) business of such change.

- H.19.1.4** The Disclosure of Ownership and Control Interest Statement shall fully describe any direct or indirect interest the Contractor, any parent or any subcontractor, has in any MCO, PIHP, PAHP, PCCM or other health care provider in as defined in Title 42, CFR, Subpart 438.810, together with the name and position description of the Contractor, any parent, or subcontractor employee, director, consultant, or officer about whom the disclosure is being made.

- H.19.1.5** At a minimum, the Contractor’s Disclosure of Ownership and Control Interest Statement shall disclose the name and address of any and all MCO, PIHP, PAHP, PCCM or other health care provider in which:
- a. The Contractor, or any parent corporation, or any subcontractor, or any of the Contractor’s, or any parent corporation’s or any subcontractor’s employee, director, consultant, or officer has a direct or indirect interest of any dollar amount.
 - b. The Contractor, or any parent corporation, or any subcontractor, or any of the Contractor’s or any parent corporation’s or any subcontractor’s employees, directors, consultants, or officers assigned to the Contract is a director, officer, partner, trustee, employee, or holder of a management position, or is self-employed; and
 - c. The Contractor, or any parent corporation, or any subcontractor, or any of the Contractor’s, or any parent corporation’s or any subcontractor’s employees, directors, consultants, or officers assigned to the Contract, has derived any direct or indirect income within the twelve (12) months immediately prior to the submittal of a proposal.

H.20 OTHER CONTRACTORS

- H.20.1** The Contractor shall not commit or permit any act, which will interfere with the performance of work by another District Contractor or by any District employee.

H.20.2 If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities, which the Contracting Officer deems necessary during the term of the contract.

H.21 ACCOUNTING AND AUDITS

H.21.1 The Contractor shall maintain an accounting system which conforms with generally accepted accounting principles which will permit an audit of all income and expenditures received or disbursed by the Contractor in the provision of services under this Contract.

H.21.2 The Contractor shall make provisions, upon request, for inspection of financial records, including audited financial Statements and tax returns, by the Contracting Officer or designee(s).

H.22 PROHIBITED INFORMATION AND ACTIVITIES

H.22.1 The Contractor and their Subcontractors are prohibited from distribution the following information or conducting the following activities:

- a. Materials that mislead or falsely describe covered or available services;
- b. Materials which mislead or falsely describe the Contractor's provider participation network, the participation or availability of network providers, the qualifications and skills of network providers (including their bilingual skills), or the hours and locations of network services;
- c. Offering gifts of more than de minimum value, cash, promotions, and/or other insurance products which are designed to induce enrollment by individual beneficiaries;
- d. Compensation arrangements with marketing personnel which utilize any type of payment structure in which compensation is tied to the number (or classes) of persons who enroll;
- e. Direct soliciting of members, either by mail, door-to-door or telephonic, of prospective Enrollees; and
- f. Engaging in any marketing activity or using any marketing material not approved in advance by the District.

H.22.2 RECORDS RETENTION

H.22.3 The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for the length of the Contract in addition to a period of six (6) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually,

from the date of the submission of the quarterly or annual financial report. The only exceptions are the following:

H.22.4 If any litigation, claim, financial management review, or audit is started before the expiration of the record retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;

H.22.5 Records for real property and equipment acquired with federal funds shall be retained for six (6) years after final disposition; and

H.22.6 When records are transferred to or maintained by the HHS awarding agency, the record retention requirement is not applicable to the recipient.

H.23 READINESS ASSESSMENT

H.23.1 The District through the COTR will conduct a readiness assessment of the Contractor to ensure that the Contractor has all processes in place to meet the scope of work outlined in this Contract. The Contractor shall demonstrate evidence of readiness relative to each requirement and function in the scope of work prior to undertaking any of the services or functions of this Contract.

H.23.2 Timing

H.23.3 The Readiness assessments will begin immediately after this Contract is executed during the transition period and prior to the processing of enrollment for DCHFP eligible.

H.23.4 Content of Readiness Assessment

H.23.4.1 The readiness assessment will include site visits and review of documentation and deliverables that are required prior to enrollment. Areas of special emphasis for the readiness assessment will include at a minimum:

- a. A properly licensed facility to conduct the required services;
- b. Staffing required;
- c. Management Information System including a demonstration of the Contractor's web site;
- d. Overall demonstrated the readiness to prepare the required services.

H.23.5 Corrective Action Plan

H.23.5.1 If the COTR determines that the Contractor has not met the criteria for readiness, the Contractor will be notified and required to develop a corrective action plan for the COTR's review and approval. The COTR will conduct the necessary oversight and monitoring including announced and **unannounced site visits to**

assess the Contractor's progress, successful completion, and implementation of the Corrective Action Plan. The COTR will approve the Contractor for the processing of enrollment once the COTR determines that the Corrective Action Plan has been implemented satisfactorily.

H.23.5.2 Staffing

The Contractor shall provide sufficient staff devoted to the readiness review process. The Contractor shall ensure that its staff responds to the COTR's requests for documents and information. The Contractor's staff shall respond to the COTR's questions and requests in a timely and efficient manner.

H.24 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". It is therefore, understood and agreed that the Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.25 HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT

H.25.1 DHCF is a "Covered Entity" as that term is defined in the Privacy Rule and Security Rules and Contractor, as a recipient of Protected Health Information and/or Electronic Protected Health Information from DHCF, is a "Business Associate" as that term is defined in the Privacy and Security Rules.

H.25.2 Definitions

The following definitions shall apply to this Section:

H.25.2.1 Administrative Safeguards: administrative actions, policies, and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the Covered Entity's workforce in relation to the protection of that information.

H.25.2.2 Business Associate: a person or entity, who performs, or assists in the performance of a function or activity on behalf of a Covered Entity or an

organized health care organization in which the Covered Entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such Covered Entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the Covered Entity and receives individually identifiable health information from a Covered Entity or another business associate on behalf of a Covered Entity. In some instances, a Covered Entity may be a business associate of another Covered Entity.

H.25.2.3 Covered Entity: a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy and Security Rules. Covered Entity is also referred to as Covered Agency within this HIPAA Compliance Clause. With respect to this Compliance Clause, Covered Entity shall also include the designated health care components of a hybrid entity.

H.25.2.4 Data Aggregation: with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a Covered Entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective covered entities.

H.25.2.5 Designated Record Set: a group of records maintained by or for the Covered Entity that is:

- a. The medical records and billing records about individuals maintained by or for a covered health care provider;
- b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- c. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

H.25.2.6 HIPAA: the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, codified at 42 USCA 1320d, et.seq. and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164 (Attachment J.9).

H.25.2.7 **Electronic Media:**

H.25.2.7.1 Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

- H.25.2.7.2** Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- H.25.2.8** Electronic Protected Health Information: Protected Health Information which is transmitted by Electronic Media (as defined herein) or maintained in Electronic Media.
- H.25.2.9** Health Care: care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
- H.25.2.9.1** Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
- H.25.2.9.2** Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- H.25.2.10** Health Care Components: a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- H.25.2.11** “Health Care Operations: shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- H.25.2.12** Hybrid Entity: a single legal entity that is a Covered Entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- H.25.2.13** Individual: the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- H.25.2.14** Individually Identifiable Health Information: a subset of health information, including demographic information collected from an individual, and:
- a. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - b. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual;
 - c. Identifies the individual; or
 - d. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- H.25.2.15** National Provider Identifier (NPI) Rule: the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- H.25.2.16** Physical Safeguards: security measures to protect a Covered Entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
- H.25.2.17** Privacy Official: person within the Office of Healthcare Privacy and Confidentiality designated by the District of Columbia, a Hybrid Entity, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy Rule, and other applicable federal and District of Columbia privacy laws.
- H.25.2.18** Privacy Officer: person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of the District's Privacy policies and procedures as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rule, and other applicable federal and District of Columbia privacy laws. The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- H.25.2.19** Privacy Rule: Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- H.25.2.20** Protected Health Information: individually identifiable health information that is:
- a. Transmitted by electronic media;
 - b. Maintained in electronic media;
 - c. Transmitted or maintained in any other form or medium;
 - d. Limited to the information created or received by the Business Associate from or on
 - e. behalf of the Covered Entity; and

- f. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R.
- g. §160.103.

- H.25.2.21** Record: any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- H.25.2.22** Required By Law: same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- H.25.2.23** Secretary: the Secretary of the United States Department of Health and Human Services or his or her designee.
- H.25.2.24** Security Incident: attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- H.25.2.25** Security Official: person within the Office of Healthcare Privacy and Confidentiality designated by the District of Columbia, a Hybrid Entity, who is responsible for developing, maintaining, implementing and enforcing the District-wide Security policies and procedures as required by the Security Rule and oversee full compliance the District's Security policies and procedures, as well as other applicable federal and District of Columbia security law.
- H.25.2.26** Security Officer: person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of the District Security Rule policies and procedures as well as overseeing full compliance with the Covered Agency's Security Policies and Procedures, the Security Rule, and other applicable federal and District of Columbia security law(s). The Covered Agency's security officer will follow the guidance of the District's Security Official, and shall be responsive to and report to the District's Security Official.
- H.25.2.27** Security Rule: the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- H.25.2.28** Technical Safeguards: the technology and the policies and procedures for its use that protect electronic protected health information and control access.
- H.25.2.29** Workforce: employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or business associate, is under the direct control of such entity, whether or not they are paid by the Covered Entity or business associate.

H.25.3 Obligations and Activities of Business Associate

- H.25.17.3.1** The Business Associate agrees not to use or disclose Protected Health Information and Electronic Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required by Law.
- H.25.17.3.2** The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and Electronic Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Compliance Clause.
- H.25.17.3.3** The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate in violation of the requirements of this Compliance Clause.
- H.25.17.3.4** The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information and Electronic Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or the DHCF Privacy Officer immediately, but no later than (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- H.25.17.3.5** The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Compliance Clause with respect to Protected Health Information and Electronic Protected Health Information received from the Business Associate, Protected Health Information and Electronic Protected Health Information created by the Business Associate, or Protected Health Information and Electronic Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- H.25.17.3.6** The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or the DHCF Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.14. Individual's Information Rights - Access, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- H.25.17.3.7** The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format or as directed by the District Privacy Official or the DHCF Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.15 Individual's Information Rights, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- H.25.17.3.8** The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedure, attached hereto as Exhibit C and incorporated by reference.
- H.25.17.3.9** The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and Electronic Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Administration Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures attached hereto as Exhibit D and incorporated by reference.
- H.25.17.3.10** The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or the DHCF Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and Electronic Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual; Policy Number IV.16 Individual's Information Rights - attached hereto as Exhibit E and incorporated by reference.
- H.25.17.3.11** The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to

the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or the DHCF Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule and Security Rule.

H.25.17.3.12 The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

H.25.17.3.13 Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

H.25.17.4 Permitted Uses and Disclosures by the Business Associate

H.25.17.4.1 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

H.25.17.4.2 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information and Electronic Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

H.25.17.4.3 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information

is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality and security of the information has been breached.

H.25.17.4.4 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information and Electronic Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

H.25.17.4.5 Business Associate may use Protected Health Information and Electronic Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

H.25.17.5 Additional Obligations of the Business Associate

H.25.17.5.1 Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- a. Name of the Business Associate of the Covered Entity;
- b. Title of the Report/File;
- c. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- d. Description of the basic content of the Report/File;
- e. Format of the Report/File (Electronic or Paper);
- f. Physical location of Report/File;
- g. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- h. Supporting documents if the recipient/personal representative has access to the Report/File.

H.25.17.5.2 Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) EPHI entrusted to it. These safeguards include:

- H.25.17.5.2.1** The Business Associate agrees to develop, maintain, implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.
- H.25.17.5.2.2** The Business Associate agrees to ensure that any agents or subcontractors of the Business Associate also agree to implement the appropriate security safeguards.
- H.25.17.5.2.3** The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access EPHI, whether those attempts were successful or not.
- H.25.17.5.2.4** This Business Associate Agreement may be terminated if the Covered Entity determines that the business associate has materially breached this Compliance Clause, consistent with the terms and conditions outlined in Section 9, Term and Termination.
- H.25.17.5.2.5** The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Covered Entity or Secretary of HHS for the purposes of determining the Covered Entity's compliance with the Privacy and Security Rules. Notwithstanding the above, Business Associate has identified some security policies and procedures as confidential and which do not get distributed to third parties. In the event the Covered Entity or Secretary of HHS makes a request for such security policies and procedures, Business Associate will work with the Covered Entity and the Secretary of HHS to arrange a meeting at the Business Associate's premises, at a time and place mutually agreeable to the parties involved, to view such security policies and procedures.
- H.25.17.5.2.6** This Compliance Clause continues in force for as long as the Business Associate retains any access to the Covered Entity's EPHI.
- H.25.17.6 Sanctions**
- H.25.17.6.1** Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rule, the Security Rule or other applicable federal or District of Columbia privacy law will be subject to discipline in accordance with Business Associate's disciplinary rules and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to its workforce members, agents, employees and subcontractors.
- H.25.17.6.2** Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for

violation of District of Columbia Privacy and Security policies and procedures as set forth in this Compliance Clause.

H.25.17.6.3 In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy and Security Rules or other applicable federal or District of Columbia Privacy and Security laws, regulations, and policies and procedures, the Business Associate shall inform the District Privacy and Security Officials or the DHCF Privacy and Security Officers of the imposition of sanctions.

H.25.17.7 Obligations of the Covered Entity

H.25.17.7.1 The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate.

H.25.17.7.2 The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information and Electronic Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.

H.25.17.7.3 The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information and Electronic Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate.

H.25.17.8 Permissible Requests by Covered Entity

H.25.17.8.1 Covered Entity shall not request the Business Associate to use or disclose Protected Health Information and Electronic Protected Health Information in any manner that would not be permissible under the Privacy Rule and the Security Rule if done by the Covered Entity.

H.25.17.9 Representations and Warranties

H.25.17.9.1 The Business Associate represents and warrants to the Covered Entity:

H.25.17.9.1.1 That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing

with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

- H.25.17.9.1.2** That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- H.25.17.9.1.3** That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- H.25.17.9.1.4** That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- H.25.17.9.1.5** That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information and Electronic Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule and Security Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- H.25.17.9.1.6** That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- H.25.17.9.1.7** That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of

proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to:

- a. The neglect or abuse of a patient;
- b. The delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program;
- c. Fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency;
- d. The unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or

H.25.17.9.1 Interference with or obstruction of any investigation into any criminal offense described in H.25.17.1.7 .1 through H.25.17.1.7 .4 above.

H.25.17.9.2 The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

H.25.17.10 Term and Termination

H.25.17.10.1 Term

H.25.17.10.1.1The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award.

H.25.17.10.1.2The requirements of this HIPAA Compliance Clause shall terminate when:

All of the Protected Health Information and Electronic Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy and Security Officials and/or Privacy and Security Officers or their designees, when applicable, and the appropriate and duly authorized workforce member of the Business Associate; or,

If it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the appropriate District personnel, whether the Privacy and Security Officials and/or Privacy and Security Officers or their designees, when applicable.

H.25.17.10.2 Termination for Cause

H.25.17.10.2.1 Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

H.25.17.10.2.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

H.25.17.10.2.1.2 Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or

H.25.17.10.2.1.3 If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

H.25.17.10.3 Effect of Termination

H.25.17.10.3.1 Except as provided in paragraph H.25.17.10.3.2 of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a mutually agreed upon format or confidentially destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information and Electronic Protected Health Information in any media form.

H.25.17.10.3.2 In the event that the Business Associate determines that returning or destroying the Protected Health Information and Electronic Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible.

H.25.17.10.3.3 Upon determination by the DHCF Privacy and Security Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and Electronic Protected Health Information and limit further uses and disclosures of such Protected Health Information and Electronic Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate

maintains such Protected Health Information and Electronic Protected Health Information. The obligations outlined in Section 2, Obligations and Activities of Business Associate, will remain in force to the extent applicable.

H.25.17.11 Miscellaneous

H.25.17.11.1 Regulatory References

H.25.17.11.1.1 A reference in this HIPAA Compliance Clause to a section of HIPAA, including the Privacy Rule or the Security Rule means the section as in effect or as amended.

H.25.17.11.2 Amendment

H.25.17.11.2.1 The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and HIPAA.

H.25.17.11.2.2 Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one (1) event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

H.25.17.11.3 Survival

H.25.17.11.3.1 The respective rights and obligations of the Business Associate under Section 9, Term and Termination, of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions (Attachment J.3) for use with the District of Columbia Government Supply and Services Contracts shall survive termination of the Contract.

H.25.17.11.4 Interpretation

H.25.17.11.4.1 Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule and Security Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule and Security Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information and Electronic Protected Health Information than those of HIPAA and its Privacy Rule and Security Rule (Attachment J.9) .

H.25.17.11.4.2 The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations.

H.25.17.11.4.3 In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule and Security Rule, the Privacy Rule and Security Rule shall control.

H.25.17.11.5 No Third-Party Beneficiaries

H.25.17.11.5.1 The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms.

H.25.17.11.5.2 Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information and Electronic Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.

H.25.17.11.6 Compliance with Applicable Law

H.25.17.11.6.1 The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.

H.25.17.11.7 Governing Law and Forum Selection

H.25.17.11.7.1 The Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, the Security Rule and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia.

H.25.17.11.7.2 The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be.

H.25.17.11.7.3 The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

H.25.17.11.8 Indemnification

H.25.17.11.8.1 The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with:

H.25.17.11.8.2 Any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and

H.25.17.11.8.3 Any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

H.25.17.11.9 Injunctive Relief

H.25.17.11.9.1 Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information and Electronic Protected Health Information from the Business Associate.

H.25.17.11.10 Assistance in litigation or administrative proceedings

H.25.17.11.10.1 The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule, Electronic Protected Health Information or other

laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

H.25.17.11.11 Notices

H.25.17.11.11.1 Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party.

H.25.17.11.11.2 Any notice being address and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to:	If to the Covered Entity, to:
	Department of Health Care Finance
	825 North Capitol St., NE Suite 5135
	Washington, DC 20002
	Attention: DHCF General Counsel
	Fax: 202-442-4790

H.25.17.11.12 Headings

H.25.17.11.12.1 Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

H.25.17.11.13 Counterparts; Facsimiles

H.25.17.11.13.1 This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

H.25.17.11.14 Successors and Assigns

H.25.17.11.14.1 The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

H.25.17.11.15 Severance

H.25.17.11.15.1 In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect.

H.25.17.11.15.2 In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices.

H.25.17.11.15.3 Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days the HIPAA Compliance Clause fails to comply with the Privacy Rule and the Security Rule (Attachment J.16), then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

H.25.17.11.16 Independent Contractor

H.25.17.11.16.1 The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose.

H.25.17.11.16.2 Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

H.25.17.11.17 Entire Agreement

H.25.17.11.17.1 This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10 Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the Medical Assistance Administration Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule and Security Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

H.25.17.11.18 Attachments:

- H.25.17.11.18.1** Exhibit A, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.14.a) Individual’s Information Rights – Access
- H.25.17.11.18.2** Exhibit B, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.15.a) Individual’s Information Rights - Amendment
- H.25.17.11.18.3** Exhibit C, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedures - Identity and Procedure Verification
- H.25.17.11.18.4** Exhibit D, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures - Logging Disclosures for Accounting
- H.25.17.11.18.5** Exhibit E, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.16.a) Individual’s Information Rights - Disclosure Accounting

H.26 COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

H.26.1 In accordance with 45 CFR §74 Appendix A (2) (Applicable Document 6), all contracts and sub-grants related to any facility utilized under this Contract in excess of \$2,000 for construction or repair awarded by the Contractor and subcontractors shall include a provision complying with the Copeland “Anti-Kickback” Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”

H.26.2 Each Contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor or subcontractor shall report all suspected or reported violations to CMS.

H.27 CONDITIONS FOR FEDERAL FINANCIAL PARTICIPATION (FFP)

The Contractor shall maintain compliance with the following Federal Financial Participation requirements:

H.27.1 BASIC REQUIREMENTS

H.27.1.1 FFP is available in expenditures under the Contract only for periods during which the Contractor meets applicable Federal requirements and the Contract is in effect; and

H.27.2 The initial Contract or memorandum of agreement (MOA) for services performed by the Contractor has been reviewed and approved by CMS.

H.28 QIO AND QIO-LIKE CONTRACTOR

H.28.1 State expenditures for utilization and quality review services are eligible for 75% FFP only if the Contractor meets either of the following requirements in H.28.2. or H.28.2.1.2.

H.28.2 The Contractor is a QIO with a contract with CMS to perform utilization and quality control review of the health care furnished to Medicare beneficiaries and meets the requirements of 42 CFR Part 435 as follows:

- a. Organization must be physician-sponsored or physician-access;
- b. Organization must be able to perform review functions specified under section 1154 of the Act related to the performance of Medical Necessity and quality of care review. QIO-like entities must be able to review cases and analyze patterns of care related to Medical Necessity and quality review.
- c. Must have at least one individual who is representative of consumers on its' governing body; and
- d. Must not be a health care facility, health care facility affiliate or health care association; or.

H.28.3 The Contractor is an organization that meets all of the qualifications of the QIO as determined by CMS, but is not a designated QIO for Medicare.

H.29 CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ.)

H.29.1 In accordance with 45 CFR 74 Appendix A (6), contracts and sub-grants of amount in excess of \$100,000 shall contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

H.29.2 Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency. The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

H.30 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

H.30.1 In accordance with 45 CFR Appendix A (7), Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

H.30.2 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

H.31 DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to contract award.

H.32 INTELLECTUAL PROPERTY

The Contractor shall comply with CMS' grantor agency requirements and regulations pertaining to reporting and patient rights and of CMS requirements and regulations pertaining to copyrights and rights in data.

H.33 ENERGY EFFICIENCY

The Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. § 6-201 et seq.).

H.34 SPECIAL INDEMNIFICATION

The Contractor shall indemnify the District in the event that the federal government reduces the 75% Medicaid contribution to the District due to the contractor's defective performance.

SECTION I STANDARD CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.3) are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer

software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Contractor agrees not to assert any rights in common law or in equity in such data. Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in Section I.5.6 are of no effect unless the data is marked by Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with _____ (Contractor's Name); and,

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, Contractor shall furnish to the District, a copy of the source code

with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for:

I.5.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or,

I.5.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

Contractor hereunder shall not subcontract any of Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving the evidence of required coverage prior to commencing work under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of that insurer(s) have been provided to and accepted by the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 per occurrence limits; \$2,000,000.00 aggregate; Bodily injury and property damage including but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors; The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.8.1.3 Workers' Compensation Insurance

I.8.1.3.1 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.3.2 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.8.1.4 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence with the District of Columbia as an additional insured.

I.8.1.5 Professional Liability Insurance (Errors & Omissions)

The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work.

I.8.2 DURATION

The Contractor shall carry all required insurance until the contract work is accepted by the District and shall carry the required General Liability; and Professional Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 LIABILITY

These are the required minimum insurance limits required by the District of Columbia. HOWEVER THE REQUIRED MINIMUM INSURANCE

REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.8.4 CONTRACTOR'S PROPERTY

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned or leased equipment. A waiver of subrogation shall apply in the favor of the District of Columbia.

I.8.5 MEASURE OF PAYMENT

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.8.6 NOTIFICATION

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.8.7 CERTIFICATES OF INSURANCE

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall
825 North Capitol Street, 6th Floor
Washington, DC 20002
Phone: 202 442-9106
jim.marshall@dc.gov

I.8.8 DISCLOSURE OF INFORMATION

The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.5. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 PRE-AWARD APPROVAL

In accordance with D.C. Official Code §1-301.05a and 1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.11 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the Contracting Officer's written notice:

- a. Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- b. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.11.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.11.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall

release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.11.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase- in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase- in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.12 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions
- d. Contract attachments other than the Standard Contract Provisions
- e. RFP, as amended
- f. BAFOs (in order of most recent to earliest)
- g. Proposal

**SECTION J
ATTACHMENTS**

The following list of attachments are incorporated by this reference and made a part of the resulting contract in the order of priority described in I.12.

Attachment Number	Document
J.1	Salazar v. the District of Columbia Et Al Civil Action No. 93-452 (GK)
J.2	District of Columbia State Medicaid Plan http://dhcf.dc.gov/dhcf/cwp/view,A,1413,Q,609150.asp
J.3	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.4	U.S. Department of Labor Wage Determination No.: 2005-2103 Revision No.: 11, dated June 13, 2011
J.5	Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.6	Department of Employment Services First Source Employment Agreement
J.7	Way to Work Amendment Act of 2006 Living Wage Notice
J.8	Way to Work Amendment Act of 2006 Living Wage Fact Sheet
J.9	45 CFR Parts 160, 162, and 164 Health Insurance Reform: Security Standards; Final Rule HIPAA Regulations http://www.hhs.gov/ocr/privacy/
J.10	Drug Free Workplace Certification
J.11	Definitions and Acronyms
J.12	Utilization Reviews and Quality Improvement Activities FY 08, FY 09, and FY 10
J.13	Department of Health Care Finance Utilization Services Policies and Procedures
J.13.1	Office of Utilization Management Prior Authorization Dental Services
J.13.2	Office of Utilization Management Prior Authorization for Selected Outpatient Surgeries
J.13.3	Office of Chronic & Long-Term Care Prior Authorization of Extended Personal Care Aide (PCA) Services
J.13.4	Office of Quality Management of Program Integrity Authorization Process for Non-Cosmetic Botox Injections

Attachment Number	Document
J.13.5	Reserved
J.13.6	Out of State Nursing Home Placement
J.13.7	Office of Quality Management/Program Integrity Prior Authorization Process for Gastric By-Pass Surgery
J.13.8	Office of Disabilities and Aging Prior Authorization Process for the Elderly and Individuals with Physical Disabilities (EPD) Waiver
J.13.9	Prior Authorization Process for Durable Medical Equipment, Prosthetics, Orthotics and Supplies Revised
J.13.10	Office of Utilization Management Prior Authorization Eyewear and Contact Lenses
J.13.10.1	Reserved
J.13.10.2	Sample completed 719A Form
J.13.10.3	Instructions to complete 719A Form
J.13.10.4	Ineligible Recipient Program Code
J.13.10.5	List of covered services
J.14	Prior Authorization Subsystem Details
J.15	Acute Care and Specialty Hospital Facility List
J.16	Long Term Care Facility List
J.17	Performance Measures Example of Monthly Report
J.18	Disclosure Form
J.19	Cost/Price Disclosure Certification
J.20	Past Performance Evaluation Form
J.21	Tax Certification Affidavit
J.22	Responsibility Questionnaire

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFEROR**

K.1 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Offeror, by checking the applicable box, represents that:

a. It operates as:

A corporation incorporated under the laws of the state of _____

- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture

b. If the Offeror is a foreign entity, it operates as:

- An individual,
- A joint venture, or
- A corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of

the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror has has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror has has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- No person listed in Clause 13 of the Standard Contract Provisions (Attachment J.3), “District Employees Not To Benefit” will benefit from this contract.
- The following person(s) listed in Clause 13 of the Standard Contract Provisions (Attachment J.3), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K6.1 Each signature of the Offeror is considered to be a certification by the signatory that:

K.6.1.1 The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- a. those prices,
- b. the intention to submit a contract, or
- c. the methods or factors used to calculate the prices in the contract.

K.6.1.2 The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and

K.6.1.3 No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.6.1.4 Each signature of the Offeror is considered to be a certification by the signatory that the signatory:

- a. Is the person in the Offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- b. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the Offeror’s organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- c. If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.21.

K.8 CERTIFICATION OF ELIGIBILITY

K.8.1 The Offeror’s signature shall be considered a certification by the signatory that the Offeror or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

K.8.2 Indicate below any exception to your certification of eligibility and to whom it applies their position in the Offeror’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

**SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award one contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror’s best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 TECHNICAL AND PRICE VOLUMES AND NUMBER OF COPIES

Proposal	Number of Copies
Technical Proposal in Response to Solicitation No. DCHT-2012-R-0002 Quality Improvement Organization and the Offeror’s Name”	1 original 7 Copies
"Price Proposal in Response to Solicitation No. DCHT-2012-R-0002 Quality Improvement Organization and the Offeror’s Name”	1 original 7 Copies
"Redacted Technical Proposal in Response to Solicitation No. DCHT-2012-R-0002 Quality Improvement Organization and the Offeror’s Name”	1 Compact Disc
"Redacted Price Proposal in Response to Solicitation No. DCHT-2021-R-0002 Quality Improvement Organization and the Offeror’s Name”	1 Compact Disc

L.2.2 TECHNICAL AND PRICE PROPOSAL AND EVALUATION CRITERIA

Offerors are directed to Section M.3 of the solicitation, Evaluation Criteria which provides the specific proposal evaluation criteria to be used to evaluate each proposal. The Offeror shall respond to each criterion in a way that will allow the

District to evaluate and assess the Offeror's response and ability to meet the District's requirements. The information requested in Section L.2.4, Proposal Format and Organization has been determined to be essential in the proposal evaluation process and will facilitate the evaluation of all proposals in accordance with the Evaluation Criteria (M.3). The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description reflecting the manner in which the Offeror proposes to successfully meet the District's requirements as described in Sections C and H of the solicitation.

L.2.3 GENERAL PROPOSAL REQUIREMENTS

The Offeror's Technical and Price Proposal shall adhere specifically to the general proposal requirements described below:

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
 1. The Offeror's full legal name, address, and phone number
 2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
 3. Identification of Offeror's Contact Person for the proposal, if different from the representative; the Contact person's address, phone number, and e-mail address
 4. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; Offeror's proposal shall not take exceptions to the contract provisions later in the Offeror's proposal.
 5. Signature of an authorized representative of the Offeror's organization.
- b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in Section L.2.4.
- c. Cross-Reference Table - The Offeror's Technical Proposal shall contain a detailed Cross-Reference Table describing the page number/location each portion of the Offeror's Technical Proposal, L.2.4.1.1, L.2.4.1.2, L.2.4.1.3, and L.2.4.1.4 and L.2.4.1.5 is addressed. The Cross Reference Table shall also include a reference to the solicitation requirements described in Section C.3 fulfilled or addressed.
- d. The Offeror's Technical and Price Proposals shall be:
 1. Presented in the same order as described in Section L.2.4
 2. The narrative section of each volume shall be formatted as follows:
 - i. Typewritten (8.5' by 11' bond paper)
 - ii. Single spaced
 - iii. One-inch margins

- iv. Font Size of 12 or larger; 10 or larger for charts and graphs
 - v. Each page number of the Offeror's proposal shall be numbered; subsequent revisions, if any, shall be similarly identified to show revision number and date
- 3. The Attachments section shall be clearly labeled
 - 4. Electronic media such as videotapes, audiotapes and CD-ROM may not be submitted; and
- e. The original Technical and Price proposals shall be single-sided; copies may be double-sided

L.2.4 PROPOSAL FORMAT AND CONTENT

L.2.4.1 Volume I - Technical Proposal Content Instructions

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections:

L.2.4.1.1 Section 1 - Technical Approach and Methodology

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and methodology to provide the utilization reviews and quality improvement activities as described in C.3.

L.2.4.1.2 The Offeror shall provide the following narratives:

- a. A description of the Offeror's understanding of the District's objectives (C.2.2) and fulfillment of federal regulations (C.2.3.2);
- b. A discussion of the Offeror's knowledge of the Applicable Documents referenced in C.1.1 and the application of these documents to the successful performance of the District's requirements (C.3). The Offeror shall include a discussion of the Offeror's plan to identify and comply with future revisions or updates to the Applicable Documents.
- c. A discussion of the Offeror's understanding of the requirements.
- d. A discussion of the Offeror's understanding, technical approach, and methodology to accomplish the requirements;

L.2.4.1.3 Section 2 - Technical Approach and Methodology Narratives

Describe the Offeror's understanding of the District's requirements found in Section C.3 and the Offeror's overall, knowledge, technical approach, methodology and coordination of all activities related to conducting utilization review and quality improvement activities for the District's fee-for service (FFS) Medicaid Program as described in C.3.1 through C.3.1.8.

L.2.4.1.3.1 Describe the Offeror's approach to the utilization and quality improvement activities of areas as described in C.3.1 through C.3.1.8

L.2.4.1.3.2 Describe the Offeror's guidelines and procedures to conduct reviews as stated in C.3.1.2. through C.3.1.8.

L.2.4.1.3.3 Describe the Offeror's approach to report preparation and timely delivery of reports described in C.3.13 and meeting performance measures as described in C.3.13.

L.2.4.1.4 Section 3 - Technical Expertise and Capacity

Describe the Offeror's experience, coordination and approach in the Utilization Review and Quality improvement consistent with the goals established for FFS Medicaid programs by the Centers for Medicare and Medicaid Services (CMS) as stated in C.3.

L.2.4.1.4.1 Describe Offeror's experience in utilization management used to assure the quality of services provided for each requirement as described in C.3.

L.2.4.1.4.2 Describe Offeror's experience developing and maintaining information systems in utilization management as described in C.3.10.1 thru C.3.10.14.

L.2.4.1.4.3 The Offeror shall provide the following narratives:

- a. A discussion of the Offeror's Staffing Plan (C.3.9.1) including the Offeror's ability to recruit, hire, and retain Key Staff (C.3.9.1) and other qualified experienced staff (C.3.9.1.2), the Offeror's staffing mix and how the proposed skill set will successfully provide the required services. The discussion shall also address the flexibility of the Offeror's staffing plan to address utilization reviews and quality improvement activities.
- b. Describe the Offeror's process for project management and identify the expected level of on and off site involvement.
- c. Provide an organizational chart showing:
 - i. The names and Positions of the Offeror's Key Personnel described in Section C.3.9.1 who will provide or contribute to the services to be performed under the Contract, including, at a minimum;
 - ii. Subcontractors that will be performing services for the Offeror under the Contract; and
- d. The reporting lines and accountability among the Offeror's staff and subcontractors as applicable.

- e. The resume of the Key Personnel as described in Section C.3.9.1. If a Key Personnel position is currently vacant, please provide a job description.
- f. The resumes of the staff and subcontractors Offeror considers to be relevant additional personnel. If a position is currently vacant, provide a job description.

L.2.4.1.4.4 Section 4 - Organizational Narrative

L.2.4.1.4.4.1 This section requests information about the Offeror's organizational and management structure to include an overview of the organizational structure in each department for the functions delineated in this statement of work.

L.2.4.1.4.4.2 Offeror shall provide summary information about the offeror's organization and its ability to satisfy provisions of this RFP. This section shall include an organizational chart displaying the offeror's overall structure. The information requested in this section shall facilitate the evaluation of the Offeror's Corporate Qualifications, including Offeror's Past Performance and Previous Experience to perform the required services as described in Section C.

L.2.4.1.4.4.3 Describe the extent of the Offeror's demonstrated expertise and quality of performance as a quality Improvement Organization.

L.2.4.1.4.4.4 Describe the number of the Offeror's years of experience as a QIO as describe in C. 3. Describe the scope of the Offeror's previous or current contracts relating QIO services as described in C.3.

L.2.4.1.5 Section 5 - Past Performance and Previous Experience

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience conducting utilization reviews and quality improvement activities described in Section C. The description shall include examples of both favorable and unfavorable experiences and situations conducting utilization reviews and quality improvement activities and how these experiences will influence the Offeror's delivery of the required services for the District.

- a. The Offeror shall provide a discussion of the Offeror's experience transitioning QIO services in Section C. The discussion shall include lessons learned as well as the application of those lessons learned to the successful delivery of QIO services described in Section C.3.
- b. The Offeror shall provide a list of **all** contracts and subcontracts the Offeror has performed providing QIO services described in Section C.3 within the past five (5) years. The Offeror's list shall include the following information for each contract or subcontract:
 - 1. Name of contracting entity;

1. Contract number;
 2. Contract type;
 3. Contract duration (or Period);
 4. Total contract value;
 5. Description of work performed;
 6. Contact Person name, phone, and e-mail address
- c. The Offeror shall ensure that a minimum of three (3) entities included in the Offeror's list in L.2.4.1.5 above complete the Past Performance Evaluation Forms (Attachment J.20). The Offeror shall provide specific instructions for the entity to complete the Past Performance Evaluation Forms (Attachment J.20) in accordance with the instructions provided and send **directly** to the attention of Lillian Beavers at lillian.beavers3@dc.gov **before** the due date for proposal submission (L.3.1). Past Performance Evaluation forms received after the proposal submission time and date will not be included in the evaluation of the Offeror's proposal.
 - d. The Offeror shall ensure that at a minimum of two (2) Past Performance Evaluation Forms (Attachment J.20) are completed for each of the Offeror's Subcontractor to contribute to the performance of the required services. The Offeror shall ensure that the Performance Evaluation Forms (Attachment J.20) are completed by entities in which the proposed Subcontractor has performed work QIO services to be provided for the Offeror. The Offeror shall include the completed Performance Evaluation Forms (Attachment J.20) for each subcontractor, as applicable, in the Offeror's Technical Proposal.
 - e. Offeror shall provide the Offeror's staff turn-over rate, the ratio of the number of workers that had to be replaced during the period beginning October 1, 2009 - September 31, 2011 to the average number of workers. The Offeror shall provide a narrative and further detail, as deemed appropriate.
 - f. The Offeror shall provide a completed Responsibility Questionnaire (Attachment J.22)

L.2.4.1.6 Representations and Certifications

Offeror shall include the following completed representations and certifications:

- a. C.3.9.1.1 Key Staff;
- b. H.25.17 HIPAA Business Associate Agreement;
- c. Attachment J.5 Equal Employment Opportunity Forms;
- d. Attachment J.6 First Source Employment Agreement;
- e. Attachment J. 10 Drug Free Workplace;
- f. Attachment J.21 Tax Affidavit;
- g. Attachment J.22 Responsibility Questionnaire
- h. K.1 Authorized Negotiators;
- i. K.2 Type of Organization;

- j. K.3 EEO Certification;
- k. K.4 Buy American Certification;
- l. K.8 Certification of Eligibility; and
- m. L.13 Redacted Proposal.

L.2.4.2 Volume II: Price Proposal

L.2.4.2.1 Offeror's Price Proposal shall contain a Table of Contents and organized and presented in the following clearly marked separate sections.

L.2.4.2.1.1 Price Schedule Section B

The Offeror shall include a completed Section B.3 Price Schedule.

L.2.4.2.1.2 Cost and Price Data/Price Certification

This pro-forma contract budget will show the "total costs" that Offeror anticipates incurring in the performance of the contract requirements

The Offeror shall include a completed Cost/Price Data including the Price Certification (Attachment J.19). The Offeror may provide the Offeror's cost/price data in any format that the Offeror may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.19 is met.

L.2.4.2.1.3 Price Proposal Narrative

The Offeror shall provide a price proposal narrative to include explanations and justifications of each of the Offeror's cost elements. The information provided shall clearly and logically show the rationale and methodology used by the Offeror to arrive at the proposed totals for each cost element. For example, if the Offeror's proposed line item total for Direct Costs is \$13,000, the Offeror's narrative would include further detail and explanation to describe how the total of \$13,000 was derived; \$10,000.00 for two (2) computers and 3,000 office supplies.

L.2.4.2.1.4 The Offeror shall include a completed K. 6 Independent Price Determination

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm November 14, 2011**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c. The proposal is the only proposal received.

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **4:00 pm on October 27, 2011**. The District will not consider any questions received after. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contract Specialist, Lillian J. Beavers by e-mail at Lillian.beavers3@dc.gov whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contract Specialist of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contract Specialist that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 electronically to

Lillian J. Beavers
Contract Specialist
Department of Health Care Finance
899 North Capitol Street, NE, 6th Floor
Washington, DC 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines

that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of Offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills, or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** Evidence of fiduciary bond (H.25.8.2), Disclosure Form (H.25 10) and Certificate of Insurance (I.8.7).
- L.19.9** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible

L.20 PRE-PROPOSAL CONFERENCE

- L.20.1** A pre-proposal conference will be held at **10:00am October 26, 2011** at 899 North Capitol Street, NE 6th Floor, Washington, DC 20002. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.20.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than **October 27, 2011 close of business** in order to generate an official answer. Official answers will be provided in

writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov .

L.21

PROHIBITION AGAINST UNAUTHORIZED CONTACT

The District is committed to a proposal process that maintains the highest level of integrity. Accordingly, Offerors, as well as their agents, liaisons, advocates, lobbyists, "legislative consultants," representatives, or others promoting their position, are limited to those communications authorized by and described in this RFP. Any attempt to influence any of the participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of the RFP process is strictly prohibited.

**SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria. As technical scores

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If sub-factors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

M.3.1 TECHNICAL EVALUATION FACTORS

M.3.1.1 Technical Approach, Methodology and Narratives (0 – 25 Points)

M.3.1.1.1 This factor will examine the Offeror's technical approach and methodology to provide the required utilization review and other quality improvement services described in Section C.3. Evaluation of the Offeror's technical approach and methodology allows the District to assess the Offeror's knowledge, understanding and technical knowledge to perform the required services based on information provided in Section L.2.4.1.1 of the Offeror's Technical Proposal.

M.3.1.1.2 This factor considers the Offeror's content and appropriateness of the Offeror's Utilization Review Procedures Manual and the use and application of the manual to successfully perform Prior Authorization Reviews (C.3.2), Pre-Admission Reviews (C.3.3); Emergency Admission Reviews (C.3.4);

- a. Continued Stay Reviews (C.3.5);
- b. Retrospective Reviews (C.3.6);
- c. Long-Term Care Reviews (C.3.7); and
- d. Miscellaneous Reviews (C.3.8).

M.3.1.2 Technical Expertise, Capacity and Organizational Narrative (0 – 35 Points)

M.3.1.2.1 This factor will examine the Offeror's technical expertise and capacity to provide the required utilization review and other quality improvement services described in Section C.3. Evaluation of technical expertise and capacity allows the District to assess the Offeror's infrastructure and ability to perform the required services based on information provided in response in Section L.2.4.1.3 of the Offeror's Technical Proposal.

M.3.1.2.2 This factor considers the Offeror's Utilization Review and Quality Improvement Activities Supporting Requirements (C.3.9) including the Staff and Organization (C.3.9.1), Information Systems (C.3.10.2), Administrative requirements (C.3.11.3), Reporting (C.3.12.4), Performance Measures (C.3.13), and the Quality Improvement and Management Plan (C.3.14.3)

M.3.1.3 Past Performance and Previous Experience (0 – 20 Points)

M.3.1.3.1 This factor will examine the Offeror’s past performance and previous experience providing utilization review and other quality improvement services similar in size and scope as those required by the District and described in C.3. Evaluation of past performance and previous experience allows the District to assess the Offeror’s ability to perform the required services utilizing the information provided in Section L.2.4.1.3 of the Offeror’s Technical Proposal.

M.3.1.3.1.1 This factor considers the extent of the Offeror’s past performance within the last five (5) years, including quality of service, timeliness of performance, cost control, business relations, and customer satisfaction. Evaluation of this factor will be based on the quantity, quality, and relevance of the Offeror’s performance on projects of comparable size and scope as those described in Section C.3. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance will be considered.

M.3.2 PRICE FACTORS

M.3.2.1 Price evaluations will account for up to twenty (20) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Hence, the Offeror with the lowest price within an acceptable range will receive the maximum points. All other proposals will receive a proportionately lower total score in accordance with the following formula.

$$\frac{\text{Lowest Total Price Proposal}}{\text{Total Price of Proposal Being Evaluated}} \times (20) = \text{Price Score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 POINTS MAXIMUM)

M.3.4 TOTAL POINTS

Total points shall be the cumulative total of the Offeror’s technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale

added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.